



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 16, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 May 16, 2017

LORI GLASGOW
EXECUTIVE OFFICER

APPROVAL OF SOLE SOURCE CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR RADIO REPAIR SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with Motorola Solutions, Inc., (Motorola) for radio repair services for the District's 4,098 waterproof (submersible) XTS 5000R portable radios.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Chairman to sign the attached contract (Attachment A) with Motorola, to provide radio repair and incidental repair services for the District's waterproof (submersible) XTS 5000R portable radios for a period of 30 months, effective July 1, 2017, or upon Board approval, whichever is later.
2. Authorize the total contract expenditures total not to exceed \$492,989.40 for routine radio repair services and an additional \$62,500 for incidental radio repair services.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, in accordance with the approved contract terms and conditions.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions provides for the issuance of a sole source contract with Motorola to maintain a secure continuum of radio repair services for the District's 4,098 waterproof (submarine) XTS 5000R portable radios utilized by firefighter personnel to perform their day-to-day operational duties. Radio repair services are critical to ensure radios remain operable and functional, to meet the District's communication and operational requirements. The District anticipates purchasing new radios by May 2019.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Sufficient funding is available in the District's Fiscal Year 2017-18 Recommended Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District, in accordance with California Government Code Section 31000 and California Health and Safety Code Section 13861, may enter into contracts for specialized services.

The current purchase order agreement expires on June 30, 2017.

The Board letter with attachments were reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, the contract is exempt from the CEQA pursuant to Section 16031 (b)(3) of the CEQA guidelines.

CONTRACTING PROCESS

On July 5, 2016, your Board approved the latest requests for the County's Purchasing Agent to issue a sole source purchase order (Attachment B) on a month-to-month basis for one year, in order to maintain radio repair services due to ongoing negotiations with Motorola.

The negotiations were finalized on July 7, 2016. Motorola has agreed to comply with all Board-directed contract terms and conditions, except as specified in Attachment C. The 37 exceptions as provided in Attachment C were aggressively negotiated by the District with the assistance of the Chief Executive Office (CEO) Risk Management and County Counsel. The provisions in Attachment C represent the best negotiated position that could be obtained by the District. This contract is submitted to your Board for approval in concurrence with CEO Risk Management and County

Counsel in that it represents a manageable risk exposure to the District given the need for these services.

It is recommended that your Board approve this contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure that the District's waterproof (submarine) XTS 5000R portable radios are fully operable and in adherence to the District's specifications. These services will ensure that any upgrades required to standardize the communication platform will be available. Without these services, the ability of the District's firefighters and fire dispatchers to perform their day-to-day duties during critical incidents will be severely impacted. A delay in providing radio repair services may result in higher risk exposure to personnel injuries and increased workers' compensation costs in addition to a decrease in the quality of services provided to residents of Los Angeles County.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office, Business Operations
Attention: Zuleyda Reyes, Administrative Services Manager I
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Reyes@fire.lacounty.gov

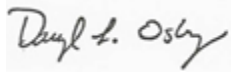
The District's contact may be reached at (323) 881-6173.

The Honorable Board of Supervisors

5/16/2017

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Respectfully submitted,

A handwritten signature in dark ink, reading "Daryl L. Osby". The signature is written in a cursive, flowing style. The first name "Daryl" is written with a capital 'D' and a lowercase 'y'. The middle initial "L." is written with a capital 'L' and a period. The last name "Osby" is written with a capital 'O' and a lowercase 'y'. The signature is positioned on a light-colored background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:mav

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel



CONTRACT

BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

MOTOROLA SOLUTIONS, INC.

FOR

RADIO REPAIR SERVICES

78659

**CONTRACT PROVISIONS
RADIO REPAIR SERVICES**

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SHEET
- C CONTRACTOR'S EEO CERTIFICATION
- D DISTRICT'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
MOTOROLA SOLUTIONS, INC.
FOR
RADIO REPAIR SERVICES**

This Contract and Exhibits made and entered into as of this 1st day of _____, 2017, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as District and Motorola Solutions, Inc., hereinafter referred to as "Contractor" or "Motorola". Contractor's regional headquarters is located at 10680 Treena Street, Suite 200, San Diego, CA 92131, and its local address is 725 South Figueroa Street, Suite 1855, Los Angeles, CA 90017.

RECITALS

WHEREAS, the District in accordance with Government Code Section 31000 and Health and Safety Code Section 13861 may enter into contracts for specialized services; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Radio Repair Services;

WHEREAS, the Contractor is a private firm specializing in providing radio communications systems, products, and related services, including Radio Repair Services to Motorola-manufactured XTS 5000R Radios; and

WHEREAS, the Contractor is uniquely qualified to service and maintain these radios because the firmware is proprietary and because it has a radio repair depot that is specifically established to provide these kinds of radio repair services in an effective and efficient manner; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide such services; and

WHEREAS, the District desires to receive Radio Repair Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

In response to the District's solicitation of the services by means of a document entitled "General Information [for] Radio Repair Services" dated December 2014 (the "Solicitation"), Contractor submitted its written and binding proposal (the "Proposal"). The Proposal contains various parts, including what are referred to as Exhibits A, B, C, D, E, F, G, and H, which are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work for Routine Radio Service and Incidental Radio Repair Services.
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - District's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the

Radio Repair Services and Incidental Radio Repair Services as described in the Statement of Work, Exhibit A.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor's Customer Support Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.7 **District's Contract Project Monitor:** Person with responsibility to oversee the activities of this Contract. Responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.8 **District's Project Director:** Person designated by the District with authority for the District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.10 **District's Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.11 **Fire Chief:** The Fire Chief of the Consolidated Fire Protection District of Los Angeles County or his authorized representative (s). i.e., Chief Deputy.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all of its tasks, deliverables, services and other work as set forth in herein and as more particularly described in the Statement of Work.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

- 3.3 Motorola parts or parts of equal quality will be used to perform the radio repair services, and the radios will be serviced at levels set forth in the manufacturer's product manuals; and the manufacturer's routine service procedures will be followed.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for 30 months commencing after execution by the District's Board of Supervisors or July 1, 2017, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 Upon commencement of this Contract through December 31, 2018, Motorola shall provide Service from the Start (SfS) as stated in the Statement of Work. Effective January 1, 2019 through December 31, 2019, Motorola shall provide SfS with Commercially Reasonable Effort (subject to parts availability).
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes.
- 4.4 The Contractor shall notify District when this Contract is within four (4) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit D - District's Administration.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the entire 30 month term of this Contract is the firm, fixed price of **Four Hundred Ninety-Two Thousand, Nine Hundred Eighty-Nine Dollars and Forty Cents (\$492,989.40)** as more fully described in Exhibit B – Pricing Sheet. As well as, the Incidental Radio Repair Services (IRRS) will be handled by an additional **Sixty-Two Thousand, Five Hundred Dollars (\$62,500)** for 30 months reserve for District approved repairs to excessively damaged radios (see Section 1.2 of the Statement of Work).

Such pricing is based upon Radio Repair Service for the 4,098 radios whose serial numbers are listed on the Inventory List that is part of the Statement of Work. If the District removes radios from this Contract the

Inventory List will be amended and the Contract Price will be decreased accordingly based upon the unit count.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.3 Intentionally omitted.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

Subject to the provisions of Sections 3.2 and 5.1, the Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Routine Radio Repair Services

The Contractor shall invoice the District for work specified in Exhibit A – Statement of Work. The Contract will be paid monthly in advance a Contract fee of **Sixteen Thousand, Four Hundred Thirty-Two Dollars and Ninety-Eight Cents (\$16,432.98)** for Routine Radio Repair Services as provided in Exhibit B – Pricing Sheet. The Contract fee shall not exceed **Four Hundred Ninety-Two Thousand, Nine Hundred Eighty-Nine Dollars and Forty Cents (\$492,989.40)** for the 30 month term of this Contract.

Incidental Radio Repair Services

The Contractor shall invoice the District for work specified in Exhibit A - Statement of Work. The Contractor will be paid monthly according to Incidental Radio Repair Services provided by the Contractor as stated in Exhibit B – Pricing Sheet and Flat Rate Pricing Repair End User Pricing. The Contract fee shall not exceed **Sixty-Two Thousand, Five Hundred Dollars (\$62,500)** for the 30 month term of this Contract.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.
- 5.5.3 The Contractor's invoices shall contain the required information (if any) set forth in Exhibit A - Statement of Work.
- 5.5.4 The Contractor shall submit the invoice to the District by the 15th calendar day of the first month of the applicable annual period and every month thereafter.
- 5.5.5 Contractor is to provide the completed **ORIGINAL** invoice, to the following address:

**Consolidated Fire Protection District of Los Angeles County
Financial Management Division,
Expenditure Management Section
P.O. Box 910901, Commerce, CA 90091-0901**

In addition, one copy of the invoice shall be delivered for review and approval to the following address:

**Consolidated Fire Protection District of Los Angeles County
Command and Control Division
1320 North Eastern Avenue, Room 222A
Los Angeles, CA 90063
Attn: District Radio Coordinator (District's Project Manager)**

- 5.5.6 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Contractor's Tax Identification Number is 36-1115800. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.7 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld or delayed. To assist the District in making timely payment for services provided hereunder, **Contractor's invoice shall contain the following, but not limited to:**

- (1) Contract number

- (2) Tax ID
- (3) Address
- (4) Date of Service
- (5) Date of Invoice

If invoice is for Incidental Radio Repair Services include the following:

- 6) Fixed fees (e.g., flat rate)
 - 7) Include a description of repair and part numbers.
- All Incidental Radio Repair Services must be pre-approved by the District Project Manager.

5.5.8 Routine Radio Repair Services

Payment to Contractor shall be made in advance provided that the Contractor is not in default under any provision of this Contract. If an invoice is held per the District's Project Manager to resolve a dispute, payment will be made within 30 calendar days from the date the dispute was resolved. All invoices that are deemed undisputed shall be approved by the District's Project Manager and shall be paid within 30 days from the receipt date of Financial Management Division, Expenditure Management, but in no event later than 60 days from the invoice date.

Incidental Radio Repair Services

Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District's Project Manager, provided that the Contractor is not in default under any provisions of this Contract. If an invoice is held per the District's Project Manager to resolve a dispute, payment will be made within 30 calendar days from the date the dispute was resolved. All invoices that are deemed undisputed and receive District's Project Manager's approval shall be paid within 30 days from the receipt date of Financial Management Division, Expenditure Management Section, but in no event later than 60 days from the invoice date.

- 5.5.9 Contractor shall not be paid for the price of services beyond the Maximum Contract Sum and Contractor agrees that District has no obligation, whatsoever, to pay for any price of services that exceed the Maximum Contract Sum.

5.5.10 Overpayments

Contractor is responsible for the accuracy of invoices submitted to District. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify District of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by District's Project Manager, or designee, shall be returned to District by Contractor within 30 days of receiving notification of such overpayment from the District, or may be set off at District's election against future payments due District. Notwithstanding any other provision of this Contract, Contractor shall return to District any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the District or immediately upon discovering such overpayment, whichever date is earlier.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following sub-paragraphs are designated in Exhibit D - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

Responsibilities of the District's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.2 District's Project Manager

The responsibilities of the District's Project Manager include:

- meeting with the Contractor's Customer Support Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Project Monitor

The District's Project Monitor is responsible for monitoring the terms and conditions of Contract for the services in the Statement of Work. The Project Monitor reports to the District's Contract Administrator.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Customer Support Manager

7.1.1 The Contractor's Customer Support Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Customer Support Manager.

7.1.2 The Contractor's Customer Support Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Project Manager on a regular basis, and with the District's Contract Project Monitor when necessary.

7.1.3 The Contractor's Customer Support Manager must have five years of experience in the portable radio industry.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove the Contractor's Customer Support Manager and any proposed changes to the Contractor's Customer Support Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing on-site services under this Contract with a photo identification badge. The District acknowledges that the Radio Repair Services are to be performed at Contractor's repair depot and that no on-site services are expected.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing on-site services under this Contract who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a

background investigation subject to all applicable laws (including those relating to the privacy of the Contractor's staff members) and to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff performing on-site services does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Each party shall maintain the confidentiality of all Confidential Information of the other party in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, and this Section 7.5. The term "Confidential Information" means (i) any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; (ii) or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure; or (iii) information that is of a nature that a person would reasonably conclude it should be treated as confidential.

Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless District, its officers, and employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from Contractor, its officers, employees, or subcontractors in the performance of this Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and reasonably approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense.
- 7.5.3 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.
- 7.5.4 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the items sold or services performed under this Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.
- 8.1.2 The District's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to request these additions and/or

changes of such provisions as required by the District's Board of Supervisors or Chief Executive Officer but they are not binding unless and until they are reflected in a mutually executed Amendment to the Contract. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

- 8.1.3 The Fire Chief or authorized designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions (other than the price). To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District. Notwithstanding the foregoing, Contractor may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of the District. In addition, in the event Contractor separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), it may without the prior written consent of the District assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Contractor and its affiliates, to the extent applicable) following the Separation Event.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

8.3 AUTHORIZATION WARRANTY

Each party represents and warrants to the other party that the person executing this Contract for the party is an authorized signatory who has actual authority to bind the party to each and every term, condition, and obligation of this Contract and that all requirements of the party have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the District's Board of Supervisors adopts, in any Fiscal Year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, each party shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. The District is solely responsible for complying with FCC licensing matters.

8.6.2 Each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the indemnifying party, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, or ordinances. Any legal defense pursuant to Contractor's indemnification obligations under

this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event

of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. The District acknowledges that the Radio Repair Services will be performed at Contractor's repair depot which is not located within the County's boundaries, and therefore, it is very unlikely that Contractor will need to hire new employees in the County for this work.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a

nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of

debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"

poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the negligence of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard scanned pdf or facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that

the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Contractor's work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing Contractor's work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor (or of its subcontractor if applicable) and not employees of the District. The Contractor shall be solely liable and responsible for furnishing or causing to be furnished any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, the District, and their elected and appointed officers, employees, and Agents (as defined in Section 8.24.2) ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from and to the extent caused by the negligence or willful misconduct of Contractor or its officers, employees or agents in the performance of Contractor's duties under this Contract. Contractor is not responsible for the negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to District

- A standard ACORD form Certificate(s) of insurance coverage (Certificate) and a copy of a Blanket Additional Insured endorsement confirming District and its Agents (defined below) has been listed as an Additional Insured under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided promptly after execution of this Contract.
- A renewal Certificate shall be provided to District prior to Contractor's policy expiration dates.
- The Certificate shall identify all Required Insurance coverage types and limits specified herein and shall reference this Contract by name or number. The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage.

- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

The Certificate and copies of any required endorsements shall be sent to:

**Consolidated Fire Protection District of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001**

Contractor also shall promptly report to District any injury or property damage accident or incident involving the performance of this Agreement, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall use reasonable efforts to promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and would likely result in the filing of a claim or lawsuit against Contractor and/or District.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, and their Elected Officials, Officers, Agents (as defined below), and Employees (collectively County and its Agents) shall be listed as an additional insured under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. As used herein, the term "Agent" means a person who is not an officer or employee of the County or the District but who has been appointed by the County or the District to perform a governmental function and is acting within the course and scope of his agency duties. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of in Insurance

Contractor shall provide District with written notice of cancellation of Required Insurance at least thirty (30) days in advance for any cancellation. Failure to provide written notice of cancellation in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against District under the Worker's Compensation insurance for any loss arising from or relating to this Contract. The Contractor shall provide a waiver of subrogation endorsement for the Worker's Compensation policy which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall provide District with each Sub-Contractor's evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required

Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. Contractor is responsible for the payment of any deductible or SIR for its Required Insurance, and reasonably believes its financial condition is sufficient to cover these payments (if any).

8.24.10 Intentionally omitted.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Intentionally omitted.

8.24.14 District Review and Approval of Insurance Requirements

The District reserves the right to review and request the adjustment of the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope District of coverage equivalent to ISO policy form CG 00 01), listing District as an additional insured with limits of not less than:

General Policy Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each occurrence and in the aggregate single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

8.25.4 **Property Coverage**

[Covered by the CGL and Automobile Liability policies to the extent applicable.]

8.26 Intentionally omitted.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any District, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the

Contractor has violated the anti-discrimination provisions of this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its applicable employees, and shall require each Subcontractor to notify its applicable employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its applicable employees, and shall require each Subcontractor to notify and provide to its applicable employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt (personally or by a widely recognized overnight carrier such as Federal Express) or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - District's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief, or designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the General Information used in the solicitation process for this Contract, except for Contractor's Confidential Information or trade secrets, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees

to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in an action or liability that (i) arises under the Public Records Act and (ii) is based upon the District's refusal to disclose a public record because of Contractor's claim that it is confidential, proprietary, or trade secret.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except in furtherance of performance of the Contract or as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, such as District payment records and radio repair reports, upon reasonable advance notice and at reasonable times and frequency. Contractor has no duty to disclose for inspection, audit, or for other reasons any of its confidential, trade secret

information. The Contractor shall keep the required records for a period of at least five (5) years from the date of creation. All such material shall be maintained by the Contractor at the location they are ordinarily kept in the course of Contractor's business.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then the Contractor shall file a copy of such audit report with the District's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the District landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the District. Any

attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:
- A description of the work to be performed by the Subcontractor;
 - Other pertinent information and/or certifications requested by the District.
- 8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the Required Insurance from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Consolidated Fire Protection District of Los Angeles County
Material Management Division/ Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001**

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination for convenience and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice, and
- Be entitled to be paid by the District for the work performed through the effective date of the termination for convenience.

8.43 TERMINATION FOR DEFAULT

8.43.1 Either party may provide to the other party a detailed written notice of a material breach of this Contract. The party receiving the notice shall have thirty (30) days to cure the alleged breach. If the breach

has not been cured, then the non-breaching party may terminate the Contract and recover damages allowable under applicable law, subject to Section 8.43.2. A termination of the Contract will not relieve either party of its contractual obligations previously incurred.

- 8.43.2 Except for personal injury or death, Motorola's total liability regardless of the cause of action or theory of liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of services provided under this Agreement or \$300,000, whichever is greater. CONTRACTOR WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.
- 8.43.3 A non-performing party shall not be liable for its non-performance if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the non-breaching party provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Intentionally Omitted.

8.45 Intentionally Omitted.

8.46 Intentionally Omitted.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future Fiscal Years unless and until the District's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by a party of any breach by the other party of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH DISTRICT'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that District has established a goal of ensuring that all individuals and businesses that benefit financially from District through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon District and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to District under any other provision of this contract, failure of Contractor to cure such default within 30 days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract

8.55 SERVICES WARRANTY

Contractor warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date of performance. In the event of a breach of this warranty, District's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer of the Board of Supervisors thereof, the day and year first above written.

MOTOROLA SOLUTIONS, INC.

By [Signature]
Name
SERVICES DIRECTOR
Title

Federal Tax ID 36-1115800



ATTEST:

LORI A. GLASGOW
Executive Officer
of the Board of Supervisors

By [Signature]
MAY 16 2017

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By [Signature]
Scott Kuhn
Principal Deputy County Counsel

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy MAY 16 2017

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#33

MAY 16 2017

[Signature]
LORI GLASGOW
EXECUTIVE OFFICER

STATEMENT OF WORK

RADIO REPAIR SERVICES

STATEMENT OF WORK (SOW)
RADIO REPAIR SERVICES & INCIDENTAL RADIO REPAIR SERVICES

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EXHIBITS

- 1 MOTOROLA XTS5000R RADIO SERIAL NUMBER LIST
- 2 CONTRACT DISCREPANCY REPORT
- 3 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Description

Motorola shall provide radio repair services to 4,098 water-proof (submersible) Motorola XTS 5000R portable radios; Exhibit 1. The repair services are exclusively to meet to the equipment type/model's Motorola factory specifications including Factory Mutual (FM) and Mine Hazard Safety Association (MHSA) with manufacturer parts by certified Motorola FM radio technicians.

1.2 Motorola XTS 5000R Portable Radio Services

Motorola shall provide Routine Radio Repair Services (Routine) and Incidental Radio Repair Services (Incidental) to District's XTS 5000R Portable Radios as listed in Exhibit 1 – Motorola XTS5000R Radio Serial Number List of the Statement of Work.

1.2.1 Routine Services

The Routine Services (RRS) shall be provided on a continuous basis to all Radios submitted for repair service at a fixed-firm monthly cost in accordance with Exhibit B – Pricing Sheet For Radio Repair Services.

The Routine Service must cover, but not limited to, the following:

- Measure, record, align and adjust the following applicable Radio parameters outlined by the manufacturer and the District's program:
 - Receive frequency
 - Transmit frequency
 - Deviation
 - Transmitter power
 - Reflected power in antenna line (mobile antennas only as applicable)
 - Receive sensitivity
 - Audit output levels
- Physically inspect the Radio
- Remove any dust, and/or foreign substances internally from the Radio
- Disassemble the unit and inspect for FM compliance
- Replace required seals and reassemble unit
- Water-proof testing
- Vacuum test of the unit

- Ensure that all PSD, SRN updates to the latest revision
- Ensure that all Firmware version are the latest revision
- Ensure that the District's Code plug is the latest revision
- Perform covered services as requested by District listed on the Motorola Service Repair (SR) request
- Test and restore the Radios to Motorola factory specifications, including FM and MHSA.
- Reprogram Radio to original operating parameters based on the District Template, if retrievable, or from the District's supplied backup.
 - If the District Template or Code Plug is not usable, a generic template or Code Plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for the Radio will be used. The Radio will require additional programming by the District to restore the original template.
 - All Firmware is upgraded to the latest release for each individual product line.

If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.

- If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameter.
- Clean external housing of the Radio. External components of unit will only be replaced when functionality has been diminished.
- Engraving text specified by the District on the applicable side of each Radio is considered a Flat Rate Pricing.

This service does not cover defects malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

1.2.1.1 **Routine Radio Repair Services at No Additional Cost**

The District or Motorola with the District's approval shall identify radio repair to include part replacement of any broken parts, including all exterior parts (Physical Features) with original manufacturer parts.

The replacement shall be made for defective and/or damaged radio materials/accessories for any of the following factors: any defects in workmanship, not meeting the Radio specification, and numerous/repeated occasions for the same/common problem areas.

The repair will cover the following, but not limited to, physical damage:

- Water-leaked radio yellow case/housing (Motorola will repair water damage as long as the radio does not have any physical damage.)
- Broken microphone lapel
- Unreadable Liquid Crystal Display screen (Motorola will repair missing segments on the screen, but will not repair if there is a bleed.)
- Damaged on internal radio board

The costs of these parts and labor are inclusive in the Routine Radio Services' monthly fees and shall be at no additional cost to the District.

After the repair is completed, Motorola shall return the Radio to the District within 7-10 business days upon receiving the order request.

1.2.2 **Incidental Radio Repair Services**

The Incidental Radio Repair Services (IRRS) shall be provided for Radio that is damaged in such a way as to impair its usefulness or normal function and the services are not covered under RRS.

The Radio will be evaluated on a case by case basis by the District to determine the severity of the damage, and if it is determined that the Radio needs the IRRS, the District Project Manager/Radio Coordinator will submit the Radio for service.

The District shall initiate service request via Motorola On Line or complete a Motorola repair request form with contract number referenced, shipping information and submit it with each unit of Radio sent in.

Motorola shall provide price quotation following the Pricing Schedule, for parts not cover under this RRS portion of the Contract, to the District

Project Manager/Radio Coordinator for review, approval, and authorization to proceed with work before any Radio repair job is made.

Motorola shall return the Radio to the District within 7-10 business days upon receiving the order request.

Each radio receiving this type of service shall be invoiced separately with the labor rate and hour expended along with the parts name, parts number, and parts cost as outlined in the Pricing Schedule.

1.2.2.1 Damaged or Salvage Radio

Motorola shall notify the District and return the Radio to the District within 7-10 business days for proper disposal under the following, but not limited to, circumstances:

- The repair cost is more than the initial purchase cost or the District's is willingness to pay
- In case the Radio is determined beyond repair as the part is no longer available/supported.

1.2.3 Additional Support Services

1.2.3.1 Fleet Maintenance service, support and coordination from a Motorola Customer Support Manager (CSM) located in the Los Angeles area may be required to support radio problems. The CSM will be the interface between the District and Motorola for any service delivery issue, administrative issues and will track assist the District with the inventory for contract renewals proposes.

1.2.3.2 Technical service, support and coordination from an authorized Motorola Service Partner located in Los Angeles area may be required to support radio problems. Local field assistance with Service Release Notes (SRN). Bulletins from the Motorola Product Group on solutions to issues that are systemic in a radio (with guidance from Motorola).

1.2.3.3 Engineering and technical Service, support and coordination from a Motorola System Technologist (ST) located in the Los Angeles area may be required to support radio problems. Additional layer of Local field assistance with SRN. Bulletins from the Motorola Product Group on solutions to issues that are systemic in a radio. In the event that local support on the XTS 5000R radios is needed by the District, Motorola Field's STs will provide additional guidance on solutions to the District.

1.3 **Radio Shipment Process**

- 1.3.1 The District shall initiate the Motorola Service Repair (SR) request via Motorola On Line (MOL) prior to shipment. The MOL system is available from Monday through Friday, 6 A.M. through 6 P.M. The SR form will include, but not limited to, information as follows: customer (District) number; customer contact person, model number, serial number, model description, engraving information, depot information, type of service, type of symptoms, FM requirement, and repair authorization.
- 1.3.2 Motorola shall provide the packaging materials, such as: box, bubble wrap, cushion foam, and courier packing sleeve.
- 1.3.3 Motorola shall identify a courier company to provide delivery/shipping services. The courier company must provide electronic shipping label.
- 1.3.4 The identified Radio will be packed with the packing materials listed in SR together with the copy of associated radio Service Request Summary form in the box, sealed the box with courier company shipping label then mailed it to the designated Radio Support Center (RSC).
- 1.3.5 The District shall send the Radio(s) to RSC to the following address:

MOTOROLA SERVICE CENTER
1220 Don Haskins Drive, Suite A
El Paso, TX 79936
Phone: 1-800-227-6772
Fax: 1-800-318-0281

- 1.3.6 After the repair service is completed, Motorola shall return the Radio(s) to the District at the following location:

Los Angeles County Fire Department
Command and Control Division
District Project Manager/Radio Coordinator
1320 North Eastern Avenue, Los Angeles, CA 90063-3294

- 1.3.7 Motorola shall return/send the Radios within 7-10 standard business days from the date the District sends the Radio(s) to Service Repair Center.
- 1.3.8 Motorola will pay the outbound and inbound freight charges as long as the District utilizes the Motorola designated delivery service.

1.5 Radio Repair Process

1.5.1 The District shall access Motorola's Repair Request Form and the Inventory Adjustment Form (IAF) through Motorola On Line (MOL). The order placement will include, but not limited to, the following information: contract (District) number; customer contact person, model number, serial number, model description, engraving information, depot information, part description, part number, unit quantity, unit price, total price, applicable tax, delivery method, delivery time, shipping cost, shipping/courier company, estimated arrival date, etc.

1.5.2 After the order placement into MOL is completed, Motorola shall notify the District Project Manager/Radio Coordinator by email when the product is shipped out to the following location:

Los Angeles County Fire Department
Command and Control Division
District Project Manager/Radio Coordinator
1320 North Eastern Avenue, Los Angeles, CA 90063-3294

1.5.3 District shall notify Motorola of the Radio status and Motorola shall cover the return freight charges.

1.5.4 There shall be a packing list associated with the radio/s returned to the District for radio tracking purpose.

1.6 Radio Inventory

1.6.1 The District will submit inventory adjustments using Motorola Inventory Adjustment Form (IAF) with serial numbers by email to Motorola. Motorola will process inventory adjustments requests received by the District. Motorola will email an acknowledgement to the District.

1.6.2 Radio deletions from the contract may only be deleted under the following limited conditions:

- The Radio is stolen and proof of theft is provided to Motorola
- The District and/or Motorola determine the Radio is damaged beyond repair
- Motorola determines the Radio is no longer supportable or is obsolete

1.6.3 Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

1.7 Intentionally Omitted

1.8 Reports

1.8.1 Motorola shall provide Quarterly Expenditure Report for expenditure tracking purpose. The Radio Coordinator shall be notified in written and/or by email within 7-10 business days once the expenditure has reached 75% of the maximum funding limit for that contract year. The expenditure shall not be more than the set funding limit in each contract year.

1.8.2 Motorola shall provide a contract Quarterly and Year-End Summary of all work performed. The summary shall include the following information:

- Date of Service
- Model Number
- Worked performed
- Itemized list of parts repaired or replaced
- Cost of repair
- Date item was shipped to District

2.0 EXCLUSIONS

2.1 This contract excludes repairs to: optional accessories, non-standard mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries, mobile power and antenna cables; mobile antennas; portable antennas; and power supplies.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Motorola shall establish and utilize a comprehensive Quality Control Plan to assure the District a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the District Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Motorola, any corrective action taken, the time a problem was first identified, a clear description of the problem, the time elapsed between identification and completed corrective action, and time the radio was restored to service shall be provided to the District upon request.

4.0 QUALITY ASSURANCE PLAN

The District will evaluate Motorola's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, District's Quality Assurance Plan.

4.1 Contract Discrepancy Report (SOW Exhibit 2 of Appendix C)
Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The

problem shall be resolved within 7 to 10 working days or a time period agreed upon by the District.

The District Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Motorola is required to respond in writing to the District Contract Project Monitor within thirty (30) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the District Contract Project Monitor within thirty (30) workdays.

4.2 District Observations

In addition to departmental contracting staff, other District personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Motorola's performance.

5.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 5.1 Code Plug: Radio Template that has a radio's programming.
- 5.2 Customer Programming Software (CPS): a computer program that allows the end user to program the parameters the radio will operate in (determined by its Flashcode). For example: Frequencies, PL tones, channel names, switches
- 5.3 District Template: District's radio template on how the radio is programmed.
- 5.4 Engraving: Identification (e.g.: name, department. number, etc) to distinguish radio.
- 5.5 Factory Mutual (FM): equipment approved by Factory Mutual and Underwriters' Laboratories as Intrinsically Safe and/or Non-incendive is generally accepted by code enforcing authorities for use in hazardous locations. Intrinsically Safe equipment is suitable for Division 1 & 2 locations. Non-incentive equipment is only suitable for Division 2 locations. Hazardous Locations are defined in Article the National Electrical Code (NEC) available from the National Fire Protection Association as NFPA/70.
- 5.6 Firmware: software in object code form that is implanted or embedded in hardware that define what the radio is capable of doing/personality of the radio.
- 5.7 Flashcode: Upgrade a radio to add additional options.
- 5.8 Mine Hazard Safety Association (MHSA): an agency of the federal government which employs Intrinsically Safe testing techniques to approve products for use in gassy mines or tunnels. The tests are similar to those used by FM and UL but

limited to methane gas and coal type dust which are found in mine environments. Products approved for use by MSHA require a special identification label with the MSHA logo, approval number, product model and the words Permissible Radio Device.

- 5.9 Motorola Inventory Adjustment Form (IAF): A form to add or delete radios from the service contract
- 5.10 Motorola On Line (MOL): A Motorola website to order parts, check repair status, service statement of work and prices. Site is located at: <https://businessonline.motorolasolutions.com>
- 5.11 Motorola Service Repair (SR) Request: A process to request a repair on a radio.
- 5.12 Motorola XTS 5000R: Intrinsically Safe Portable Radio.
- 5.13 Radio Coordinator: District Project Manager
- 5.14 Radio Support Center (RSC): Motorola Service Center (Depot) located in El Paso, Texas.
- 5.15 Routine Radio Services (RRS): A continuous radio services to provide board level services for XTS 5000R portable radios performed by Motorola Radio Support Center.
- 5.16 Incidental Radio Repair Services (IRRS): services to repair / replace damaged radio parts/components.
- 5.17 PSD: Check and make any known systemic issue repair updates to the radio.
- 5.18 Service Release Notes (SRN): Bulletin for Motorola on a solution to an issue that is systemic in a radio.
- 5.19 Radio Service Software (RSS): Software that programs customer's template, talk groups, etc.

6.0 RESPONSIBILITIES

The District's and Motorola's responsibilities are as follows:

DISTRICT

6.1 Project Manager/Radio Coordinator

The District will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - District. District will appoint a District Project Manager (DPM) or Radio Coordinator who is responsible for ensuring that Motorola meets or exceeds contract requirements. Specific duties will include:

6.1.1 Monitor the Motorola's performance in the daily operation of this Contract.

- 6.1.2 Provide direction to the Motorola in areas relating to policy, information and procedural requirements.
 - 6.1.3 Request all work to be performed by Motorola; review and authorize work orders for repair; and review and approve monthly invoices.
 - 6.1.4 The District Project Manager/Radio Coordinator is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the District in any way whatsoever beyond the terms of this Contract.
 - 6.1.5 The District will keep and maintain an accurate and complete inventory list, Exhibit 1 – Motorola XTS5000R Radio Serial Number List in the Statement of Work, including serial numbers, of the radios covered by this Contract.
- 6.2 General Responsibilities
- 6.2.1 Prepare Amendments in accordance with the Contract that must be approved by Motorola and the District, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

MOTOROLA

6.3 Project Manager

- 6.3.1 Motorola shall provide a full-time Project Manager or designated alternate and shall be available during the District's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., 365 days per year, to respond to District inquiries and to discuss problem areas and shall have full authority to act for Motorola on all matters relating to the daily operation of this Contract. Project Manager or designated alternate shall be available via telephone to address emergency situations during non-business hours.

Motorola shall not be required to work on the following District holidays:

- New Year's Day
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day

- 6.3.2 Project Manager shall act as a central point of contact with the District.

6.3.3 Project Manager shall have experience a minimum of five years in portable radio industry.

6.3.4 Project Manager or alternate shall have full authority to act for Motorola on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Project Manager shall respond within 24 hours to all calls and/or reports regarding Motorola's performance.

6.4 Motorola shall not utilize subcontractor(s) to perform any work under this Contract without prior written approval from the District.

6.5 Materials and Equipment
The purchase of all materials/equipment to provide the needed services is the responsibility of the Motorola. Motorola shall use materials and equipment that are safe for the environment and safe for use by the employee. Materials/parts must be original manufacturer parts.

7.0 GREEN INITIATIVES

7.1 Motorola shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

7.2 Motorola shall notify District's Project Manager/Radio Coordinator of Motorola's new green initiatives prior to the contract commencement.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 3 of Appendix C, listing required services in this SOW that will be monitored by the District during the term of this Contract is an important monitoring tool for the District. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Motorola beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS section, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be determined by the District.

STATEMENT OF WORK EXHIBITS

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MOTOROLA XTS5000R RADIO SERIAL NUMBER LIST

EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
1	320CFM2007	47	320CGP5285	93	320CGP5331	139	320CGP5377
2	320CFM2008	48	320CGP5286	94	320CGP5332	140	320CGP5378
3	320CFM2009	49	320CGP5287	95	320CGP5333	141	320CGP5379
4	320CFM2010	50	320CGP5288	96	320CGP5334	142	320CGP5380
5	320CFM2011	51	320CGP5289	97	320CGP5335	143	320CGP5381
6	320CFM2012	52	320CGP5290	98	320CGP5336	144	320CGP5382
7	320CFM2013	53	320CGP5291	99	320CGP5337	145	320CGP5383
8	320CFM2014	54	320CGP5292	100	320CGP5338	146	320CGP5384
9	320CFM2015	55	320CGP5293	101	320CGP5339	147	320CGP5385
10	320CFM2016	56	320CGP5294	102	320CGP5340	148	320CGP5386
11	320CFM2017	57	320CGP5295	103	320CGP5341	149	320CGP5387
12	320CFM2018	58	320CGP5296	104	320CGP5342	150	320CGP5388
13	320CFM2019	59	320CGP5297	105	320CGP5343	151	320CGP5389
14	320CFM2020	60	320CGP5298	106	320CGP5344	152	320CGP5390
15	320CFM2021	61	320CGP5299	107	320CGP5345	153	320CGP5391
16	320CFM2022	62	320CGP5300	108	320CGP5346	154	320CGP5392
17	320CFM2023	63	320CGP5301	109	320CGP5347	155	320CGP5393
18	320CFM2024	64	320CGP5302	110	320CGP5348	156	320CGP5394
19	320CFM2025	65	320CGP5303	111	320CGP5349	157	320CGP5395
20	320CFM2026	66	320CGP5304	112	320CGP5350	158	320CGP5396
21	320CFM2027	67	320CGP5305	113	320CGP5351	159	320CGP5397
22	320CFM2028	68	320CGP5306	114	320CGP5352	160	320CGP5398
23	320CFM2029	69	320CGP5307	115	320CGP5353	161	320CGP5399
24	320CFM2030	70	320CGP5308	116	320CGP5354	162	320CGP5400
25	320CFM2031	71	320CGP5309	117	320CGP5355	163	320CGP5401
26	320CFM2032	72	320CGP5310	118	320CGP5356	164	320CGP5402
27	320CFM2033	73	320CGP5311	119	320CGP5357	165	320CGP5403
28	320CFM2034	74	320CGP5312	120	320CGP5358	166	320CGP5404
29	320CFM2035	75	320CGP5313	121	320CGP5359	167	320CGP5405
30	320CFM2036	76	320CGP5314	122	320CGP5360	168	320CGP5406
31	320CFM2037	77	320CGP5315	123	320CGP5361	169	320CGP5407
32	320CFM2038	78	320CGP5316	124	320CGP5362	170	320CGP5408
33	320CFM2039	79	320CGP5317	125	320CGP5363	171	320CGP5409
34	320CFM2040	80	320CGP5318	126	320CGP5364	172	320CGP5410
35	320CFM2041	81	320CGP5319	127	320CGP5365	173	320CGP5411
36	320CFM2042	82	320CGP5320	128	320CGP5366	174	320CGP5412
37	320CFM2043	83	320CGP5321	129	320CGP5367	175	320CGP5413
38	320CFM2044	84	320CGP5322	130	320CGP5368	176	320CGP5414
39	320CFM2045	85	320CGP5323	131	320CGP5369	177	320CGP5415
40	320CFM2046	86	320CGP5324	132	320CGP5370	178	320CGP5416
41	320CGP5279	87	320CGP5325	133	320CGP5371	179	320CGP5417
42	320CGP5280	88	320CGP5326	134	320CGP5372	180	320CGP5418
43	320CGP5281	89	320CGP5327	135	320CGP5373	181	320CGP5419
44	320CGP5282	90	320CGP5328	136	320CGP5374	182	320CGP5420
45	320CGP5283	91	320CGP5329	137	320CGP5375	183	320CGP5421
46	320CGP5284	92	320CGP5330	138	320CGP5376	184	320CGP5422

MOTOROLA XTS5000R RADIO SERIAL NUMBER LIST

EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
185	320CGP5423	232	320CGP5470	279	320CGP5517	326	320CGP5859
186	320CGP5424	233	320CGP5471	280	320CGP5518	327	320CGP5860
187	320CGP5425	234	320CGP5472	281	320CGP5519	328	320CGP5861
188	320CGP5426	235	320CGP5473	282	320CGP5520	329	320CGP5862
189	320CGP5427	236	320CGP5474	283	320CGP5521	330	320CGP5863
190	320CGP5428	237	320CGP5475	284	320CGP5522	331	320CGP5864
191	320CGP5429	238	320CGP5476	285	320CGP5523	332	320CGP5865
192	320CGP5430	239	320CGP5477	286	320CGP5524	333	320CGP5866
193	320CGP5431	240	320CGP5478	287	320CGP5525	334	320CGP5867
194	320CGP5432	241	320CGP5479	288	320CGP5526	335	320CGP5868
195	320CGP5433	242	320CGP5480	289	320CGP5527	336	320CGP5869
196	320CGP5434	243	320CGP5481	290	320CGP5528	337	320CGP5870
197	320CGP5435	244	320CGP5482	291	320CGP5824	338	320CGP5871
198	320CGP5436	245	320CGP5483	292	320CGP5825	339	320CGP5872
199	320CGP5437	246	320CGP5484	293	320CGP5826	340	320CGP5873
200	320CGP5438	247	320CGP5485	294	320CGP5827	341	320CGP6024
201	320CGP5439	248	320CGP5486	295	320CGP5828	342	320CGP6025
202	320CGP5440	249	320CGP5487	296	320CGP5829	343	320CGP6026
203	320CGP5441	250	320CGP5488	297	320CGP5830	344	320CGP6027
204	320CGP5442	251	320CGP5489	298	320CGP5831	345	320CGP6028
205	320CGP5443	252	320CGP5490	299	320CGP5832	346	320CGP6029
206	320CGP5444	253	320CGP5491	300	320CGP5833	347	320CGP6030
207	320CGP5445	254	320CGP5492	301	320CGP5834	348	320CGP6031
208	320CGP5446	255	320CGP5493	302	320CGP5835	349	320CGP6032
209	320CGP5447	256	320CGP5494	303	320CGP5836	350	320CGP6033
210	320CGP5448	257	320CGP5495	304	320CGP5837	351	320CGP6034
211	320CGP5449	258	320CGP5496	305	320CGP5838	352	320CGP6035
212	320CGP5450	259	320CGP5497	306	320CGP5839	353	320CGP6036
213	320CGP5451	260	320CGP5498	307	320CGP5840	354	320CGP6037
214	320CGP5452	261	320CGP5499	308	320CGP5841	355	320CGP6038
215	320CGP5453	262	320CGP5500	309	320CGP5842	356	320CGP6039
216	320CGP5454	263	320CGP5501	310	320CGP5843	357	320CGP6040
217	320CGP5455	264	320CGP5502	311	320CGP5844	358	320CGP6041
218	320CGP5456	265	320CGP5503	312	320CGP5845	359	320CGP6042
219	320CGP5457	266	320CGP5504	313	320CGP5846	360	320CGP6043
220	320CGP5458	267	320CGP5505	314	320CGP5847	361	320CGP6044
221	320CGP5459	268	320CGP5506	315	320CGP5848	362	320CGP6045
222	320CGP5460	269	320CGP5507	316	320CGP5849	363	320CGP6046
223	320CGP5461	270	320CGP5508	317	320CGP5850	364	320CGP6047
224	320CGP5462	271	320CGP5509	318	320CGP5851	365	320CGP6048
225	320CGP5463	272	320CGP5510	319	320CGP5852	366	320CGP6049
226	320CGP5464	273	320CGP5511	320	320CGP5853	367	320CGP6050
227	320CGP5465	274	320CGP5512	321	320CGP5854	368	320CGP6051
228	320CGP5466	275	320CGP5513	322	320CGP5855	369	320CGP6052
229	320CGP5467	276	320CGP5514	323	320CGP5856	370	320CGP6053
230	320CGP5468	277	320CGP5515	324	320CGP5857	371	320CGP6054
231	320CGP5469	278	320CGP5516	325	320CGP5858	372	320CGP6055

MOTOROLA XTS5000R RADIO SERIAL NUMBER LIST

EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
373	320CGP6056	420	320CGP6268	467	320CGP6315	514	320CGP6412
374	320CGP6057	421	320CGP6269	468	320CGP6316	515	320CGP6413
375	320CGP6058	422	320CGP6270	469	320CGP6317	516	320CGP6414
376	320CGP6059	423	320CGP6271	470	320CGP6318	517	320CGP6415
377	320CGP6060	424	320CGP6272	471	320CGP6319	518	320CGP6416
378	320CGP6061	425	320CGP6273	472	320CGP6320	519	320CGP6417
379	320CGP6062	426	320CGP6274	473	320CGP6321	520	320CGP6418
380	320CGP6063	427	320CGP6275	474	320CGP6322	521	320CGP6419
381	320CGP6064	428	320CGP6276	475	320CGP6323	522	320CGP6420
382	320CGP6065	429	320CGP6277	476	320CGP6324	523	320CGP6421
383	320CGP6066	430	320CGP6278	477	320CGP6325	524	320CGP6422
384	320CGP6067	431	320CGP6279	478	320CGP6326	525	320CGP6423
385	320CGP6068	432	320CGP6280	479	320CGP6327	526	320CGP6424
386	320CGP6069	433	320CGP6281	480	320CGP6328	527	320CGP6425
387	320CGP6070	434	320CGP6282	481	320CGP6329	528	320CGP6426
388	320CGP6071	435	320CGP6283	482	320CGP6330	529	320CGP6427
389	320CGP6072	436	320CGP6284	483	320CGP6331	530	320CGP6428
390	320CGP6073	437	320CGP6285	484	320CGP6332	531	320CGP6429
391	320CGP6239	438	320CGP6286	485	320CGP6333	532	320CGP6430
392	320CGP6240	439	320CGP6287	486	320CGP6334	533	320CGP6431
393	320CGP6241	440	320CGP6288	487	320CGP6335	534	320CGP6432
394	320CGP6242	441	320CGP6289	488	320CGP6336	535	320CGP6433
395	320CGP6243	442	320CGP6290	489	320CGP6337	536	320CGP6434
396	320CGP6244	443	320CGP6291	490	320CGP6338	537	320CGP6435
397	320CGP6245	444	320CGP6292	491	320CGP6389	538	320CGP6436
398	320CGP6246	445	320CGP6293	492	320CGP6390	539	320CGP6437
399	320CGP6247	446	320CGP6294	493	320CGP6391	540	320CGP6438
400	320CGP6248	447	320CGP6295	494	320CGP6392	541	320CGP6529
401	320CGP6249	448	320CGP6296	495	320CGP6393	542	320CGP6530
402	320CGP6250	449	320CGP6297	496	320CGP6394	543	320CGP6531
403	320CGP6251	450	320CGP6298	497	320CGP6395	544	320CGP6532
404	320CGP6252	451	320CGP6299	498	320CGP6396	545	320CGP6533
405	320CGP6253	452	320CGP6300	499	320CGP6397	546	320CGP6534
406	320CGP6254	453	320CGP6301	500	320CGP6398	547	320CGP6535
407	320CGP6255	454	320CGP6302	501	320CGP6399	548	320CGP6536
408	320CGP6256	455	320CGP6303	502	320CGP6400	549	320CGP6537
409	320CGP6257	456	320CGP6304	503	320CGP6401	550	320CGP6538
410	320CGP6258	457	320CGP6305	504	320CGP6402	551	320CGP6539
411	320CGP6259	458	320CGP6306	505	320CGP6403	552	320CGP6540
412	320CGP6260	459	320CGP6307	506	320CGP6404	553	320CGP6541
413	320CGP6261	460	320CGP6308	507	320CGP6405	554	320CGP6542
414	320CGP6262	461	320CGP6309	508	320CGP6406	555	320CGP6543
415	320CGP6263	462	320CGP6310	509	320CGP6407	556	320CGP6544
416	320CGP6264	463	320CGP6311	510	320CGP6408	557	320CGP6545
417	320CGP6265	464	320CGP6312	511	320CGP6409	558	320CGP6546
418	320CGP6266	465	320CGP6313	512	320CGP6410	559	320CGP6547
419	320CGP6267	466	320CGP6314	513	320CGP6411	560	320CGP6548

MOTOROLA XTS5000R RADIO SERIAL NUMBER LIST

EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
561	320CGP6549	608	320CGP6663	655	320CGP6710	702	320CGP6757
562	320CGP6550	609	320CGP6664	656	320CGP6711	703	320CGP6758
563	320CGP6551	610	320CGP6665	657	320CGP5305	704	320CGP6759
564	320CGP6552	611	320CGP6666	658	320CGP6713	705	320CGP6760
565	320CGP6553	612	320CGP6667	659	320CGP6714	706	320CGP6761
566	320CGP6554	613	320CGP6668	660	320CGP6715	707	320CGP6762
567	320CGP6555	614	320CGP6669	661	320CGP6716	708	320CGP6763
568	320CGP6556	615	320CGP6670	662	320CGP6717	709	320CGP6764
569	320CGP6557	616	320CGP6671	663	320CGP6718	710	320CGP6765
570	320CGP6558	617	320CGP6672	664	320CGP6719	711	320CGP6766
571	320CGP6559	618	320CGP6673	665	320CGP6720	712	320CGP6767
572	320CGP6560	619	320CGP6674	666	320CGP6721	713	320CGP6768
573	320CGP6561	620	320CGP6675	667	320CGP6722	714	320CGP6769
574	320CGP6562	621	320CGP6676	668	320CGP6723	715	320CGP6770
575	320CGP6563	622	320CGP6677	669	320CGP6724	716	320CGP6771
576	320CGP6564	623	320CGP6678	670	320CGP6725	717	320CGP6772
577	320CGP6565	624	320CGP6679	671	320CGP6726	718	320CGP6773
578	320CGP6566	625	320CGP6680	672	320CGP6727	719	320CGP6774
579	320CGP6567	626	320CGP6681	673	320CGP6728	720	320CGP6775
580	320CGP6568	627	320CGP6682	674	320CGP6729	721	320CGP6776
581	320CGP6569	628	320CGP6683	675	320CGP6730	722	320CGP6777
582	320CGP6570	629	320CGP6684	676	320CGP6731	723	320CGP6778
583	320CGP6571	630	320CGP6685	677	320CGP6732	724	320CGP6779
584	320CGP6572	631	320CGP6686	678	320CGP6733	725	320CGP6780
585	320CGP6573	632	320CGP6687	679	320CGP6734	726	320CGP6781
586	320CGP6574	633	320CGP6688	680	320CGP6735	727	320CGP6782
587	320CGP6575	634	320CGP6689	681	320CGP6736	728	320CGP6783
588	320CGP6576	635	320CGP6690	682	320CGP6737	729	320CGP6784
589	320CGP6577	636	320CGP6691	683	320CGP6738	730	320CGP6785
590	320CGP6578	637	320CGP6692	684	320CGP6739	731	320CGP6786
591	320CGP6646	638	320CGP6693	685	320CGP6740	732	320CGP6787
592	320CGP6647	639	320CGP6694	686	320CGP6741	733	320CGP6788
593	320CGP6648	640	320CGP6695	687	320CGP6742	734	320CGP6789
594	320CGP6649	641	320CGP6696	688	320CGP6743	735	320CGP6790
595	320CGP6650	642	320CGP6697	689	320CGP6744	736	320CGP6791
596	320CGP6651	643	320CGP6698	690	320CGP6745	737	320CGP6792
597	320CGP6652	644	320CGP6699	691	320CGP6746	738	320CGP6793
598	320CGP6653	645	320CGP6700	692	320CGP6747	739	320CGP6794
599	320CGP6654	646	320CGP6701	693	320CGP6748	740	320CGP6795
600	320CGP6655	647	320CGP6702	694	320CGP6749	741	320CGP6796
601	320CGP6656	648	320CGP6703	695	320CGP6750	742	320CGP6797
602	320CGP6657	649	320CGP6704	696	320CGP6751	743	320CGP6798
603	320CGP6658	650	320CGP6705	697	320CGP6752	744	320CGP6799
604	320CGP6659	651	320CGP6706	698	320CGP6753	745	320CGP6800
605	320CGP6660	652	320CGP6707	699	320CGP6754	746	320CGP6801
606	320CGP6661	653	320CGP6708	700	320CGP6755	747	320CGP6802
607	320CGP6662	654	320CGP6709	701	320CGP6756	748	320CGP6803

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
749	320CGP6804	796	320CGP6851	843	320CGP6898	890	320CGP6945
750	320CGP6805	797	320CGP6852	844	320CGP6899	891	320CGP6996
751	320CGP6806	798	320CGP6853	845	320CGP6900	892	320CGP6997
752	320CGP6807	799	320CGP6854	846	320CGP6901	893	320CGP6998
753	320CGP6808	800	320CGP6855	847	320CGP6902	894	320CGP6999
754	320CGP6809	801	320CGP6856	848	320CGP6903	895	320CGP7000
755	320CGP6810	802	320CGP6857	849	320CGP6904	896	320CGP7001
756	320CGP6811	803	320CGP6858	850	320CGP6905	897	320CGP7002
757	320CGP6812	804	320CGP6859	851	320CGP6906	898	320CGP7003
758	320CGP6813	805	320CGP6860	852	320CGP6919	899	320CGP7004
759	320CGP6814	806	320CGP6861	853	320CGP6908	900	320CGP7005
760	320CGP6815	807	320CGP6862	854	320CGP6909	901	320CGP7006
761	320CGP6816	808	320CGP6863	855	320CGP6910	902	320CGP7007
762	320CGP6817	809	320CGP6864	856	320CGP6911	903	320CGP7008
763	320CGP6818	810	320CGP6865	857	320CGP6912	904	320CGP7009
764	320CGP6819	811	320CGP6866	858	320CGP6913	905	320CGP7010
765	320CGP6820	812	320CGP6867	859	320CGP6914	906	320CGP7011
766	320CGP6821	813	320CGP6868	860	320CGP6915	907	320CGP7012
767	320CGP6822	814	320CGP6869	861	320CGP6916	908	320CGP7013
768	320CGP6823	815	320CGP6870	862	320CGP6917	909	320CGP7014
769	320CGP6824	816	320CGP6871	863	320CGP6918	910	320CGP7015
770	320CGP6825	817	320CGP6872	864	320CGP6907	911	320CGP7016
771	320CGP6826	818	320CGP6873	865	320CGP6920	912	320CGP7017
772	320CGP6827	819	320CGP6874	866	320CGP6921	913	320CGP7018
773	320CGP6828	820	320CGP6875	867	320CGP6922	914	320CGP7019
774	320CGP6829	821	320CGP6876	868	320CGP6923	915	320CGP7020
775	320CGP6830	822	320CGP6877	869	320CGP6924	916	320CGP7021
776	320CGP6831	823	320CGP6878	870	320CGP6925	917	320CGP7022
777	320CGP6832	824	320CGP6879	871	320CGP6926	918	320CGP7023
778	320CGP6833	825	320CGP6880	872	320CGP6927	919	320CGP7024
779	320CGP6834	826	320CGP6881	873	320CGP6928	920	320CGP7025
780	320CGP6835	827	320CGP6882	874	320CGP6929	921	320CGP7026
781	320CGP6836	828	320CGP6883	875	320CGP6930	922	320CGP7027
782	320CGP6837	829	320CGP6884	876	320CGP6931	923	320CGP7028
783	320CGP6838	830	320CGP6885	877	320CGP6932	924	320CGP7029
784	320CGP6839	831	320CGP6886	878	320CGP6933	925	320CGP7030
785	320CGP6840	832	320CGP6887	879	320CGP6934	926	320CGP7031
786	320CGP6841	833	320CGP6888	880	320CGP6935	927	320CGP7032
787	320CGP6842	834	320CGP6889	881	320CGP6936	928	320CGP7033
788	320CGP6843	835	320CGP6890	882	320CGP6937	929	320CGP7034
789	320CGP6844	836	320CGP6891	883	320CGP6938	930	320CGP7035
790	320CGP6845	837	320CGP6892	884	320CGP6939	931	320CGP7036
791	320CGP6846	838	320CGP6893	885	320CGP6940	932	320CGP7037
792	320CGP6847	839	320CGP6894	886	320CGP6941	933	320CPG7038
793	320CGP6848	840	320CGP6895	887	320CGP6942	934	320CGP7039
794	320CGP6849	841	320CGP6896	888	320CGP6943	935	320CGP7040
795	320CGP6850	842	320CGP6897	889	320CGP6944	936	320CGP7041

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
937	320CGP7042	984	320CGP7089	1031	320C GP7284	1078	320CGP7331
938	320CGP7043	985	320CGP7090	1032	320CGP7285	1079	320CGP7332
939	320CGP7044	986	320CGP7091	1033	320CGP7286	1080	320CGP7333
940	320CGP7045	987	320CGP7092	1034	320CGP7287	1081	320CGP7334
941	320CGP7046	988	320CGP7093	1035	320CGP7288	1082	320CGP7335
942	320CGP7047	989	320CGP7094	1036	320CGP7289	1083	320CGP7336
943	320CGP7048	990	320CGP7095	1037	320CGP7290	1084	320CGP7337
944	320CGP7049	991	320CGP7244	1038	320CGP7291	1085	320CGP7338
945	320CGP7050	992	320CGP7245	1039	320CGP7292	1086	320CGP7339
946	320CGP7051	993	320CGP7246	1040	320CGP7293	1087	320CGP7340
947	320CGP7052	994	320CGP7247	1041	320CGP7294	1088	320CGP7341
948	320CGP7053	995	320CGP7248	1042	320CGP7295	1089	320CGP7342
949	320CGP7054	996	320CGP7249	1043	320CGP7296	1090	320CGP7343
950	320CGP7055	997	320CGP7250	1044	320CGP7297	1091	320CGP7344
951	320CGP7056	998	320CGP7251	1045	320CGP7298	1092	320CGP7345
952	320CGP7057	999	320CGP7252	1046	320CGP7299	1093	320CGP7346
953	320CGP7058	1000	320CGP7253	1047	320CGP7300	1094	320CGP7347
954	320CGP7059	1001	320CGP7254	1048	320CGP7301	1095	320CGP7348
955	320CGP7060	1002	320CGP7255	1049	320CGP7302	1096	320CGP7349
956	320CGP7061	1003	320CGP7256	1050	320CGP7303	1097	320CGP7350
957	320CGP7062	1004	320CGP7257	1051	320CGP7304	1098	320CGP7351
958	320CGP7063	1005	320CGP7258	1052	320CGP7305	1099	320CGP7352
959	320CGP7064	1006	320CGP7259	1053	320CGP7306	1100	320CGP7353
960	320CGP7065	1007	320CGP7260	1054	320CGP7307	1101	320CGP7354
961	320CGP7066	1008	320CGP7261	1055	320CGP7308	1102	320CGP7355
962	320CGP7067	1009	320CGP7262	1056	320CGP7309	1103	320CGP7356
963	320CGP7068	1010	320CGP7263	1057	320CGP7310	1104	320CGP7357
964	320CGP7069	1011	320CGP7264	1058	320CGP7311	1105	320CGP7358
965	320CGP7070	1012	320CGP7265	1059	320CGP7312	1106	320CGP7359
966	320CGP7071	1013	320CGP7266	1060	320CGP7313	1107	320CGP7360
967	320CGP7072	1014	320CGP7267	1061	320CGP7314	1108	320CGP7361
968	320CGP7073	1015	320CGP7268	1062	320CGP7315	1109	320CGP7362
969	320CGP7074	1016	320CGP7269	1063	320CGP7316	1110	320CGP7333
970	320CG97075	1017	320CGP7270	1064	320CGP7317	1111	320CGP7364
971	320CGP7076	1018	320CGP7271	1065	320CGP7318	1112	320CGP7365
972	320CGP7077	1019	320CGP7272	1066	320CGP7319	1113	320CGP7366
973	320CGP7078	1020	320CGP7273	1067	320CGP7320	1114	320CGP7367
974	320CGP7079	1021	320CGP7274	1068	320CGP7321	1115	320CGP7368
975	320CGP7080	1022	320CGP7275	1069	320CGP7322	1116	320CGP7369
976	320CGP7081	1023	320CGP7276	1070	320CGP7323	1117	320CGP7370
977	320CGP7082	1024	320CGP7277	1071	320CGP7324	1118	320CGP7371
978	320CGP7083	1025	320CGP7278	1072	320CGP7325	1119	320CGP7372
979	320CGP7084	1026	320CGP7279	1073	320CGP7326	1120	320CGP7373
980	320CGP7085	1027	320CGP7280	1074	320CGP7327	1121	320CGP7374
981	320CGP7086	1028	320CGP7281	1075	320CGP7328	1122	320CGP7375
982	320CGP7087	1029	320CGP7282	1076	320CGP7329	1123	320CGP7376
983	320CGP7088	1030	320CGP7283	1077	320CGP7330	1124	320CGP7377

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
1125	320CGP7378	1172	320CGP7425	1219	320CGP7472	1266	320CGP7519
1126	320CGP7379	1173	320CGP7426	1220	320CGP7473	1267	320CGP7520
1127	320CGP7380	1174	320CGP7427	1221	320CGP7474	1268	320CGP7521
1128	320CGP7381	1175	320CGP7428	1222	320CGP7475	1269	320CGP7522
1129	320CGP7382	1176	320CGP7429	1223	320CGP7476	1270	320CGP7523
1130	320CGP7383	1177	320CGP7430	1224	320CGP7477	1271	320CGP7524
1131	320CGP7384	1178	320CGP7431	1225	320CGP7478	1272	320CGP7525
1132	320CGP7385	1179	320CGP7432	1226	320CGP7479	1273	320CGP7526
1133	320CGP7386	1180	320CGP7433	1227	320CGP7480	1274	320CGP7527
1134	320CGP7387	1181	320CGP7434	1228	320CGP7481	1275	320CGP7528
1135	320CGP7388	1182	320CGP7435	1229	320CGP7482	1276	320CGP7529
1136	320CGP7389	1183	320CGP7436	1230	320CGP7483	1277	320CGP7530
1137	320CGP7390	1184	320CGP7437	1231	320CGP7484	1278	320CGP7531
1138	320CGP7391	1185	320CGP7438	1232	320CGP7485	1279	320CGP7532
1139	320CGP7392	1186	320CGP7439	1233	320CGP7486	1280	320CGP7533
1140	320CGP7393	1187	320CGP7440	1234	320CGP7487	1281	320CGP7534
1141	320CGP7394	1188	320CGP7441	1235	320CGP7488	1282	320CGP7535
1142	320CGP7395	1189	320CGP7442	1236	320CGP7489	1283	320CGP7536
1143	320CGP7396	1190	320CGP7443	1237	320CGP7490	1284	320CGP7537
1144	320CGP7397	1191	320CGP7444	1238	320CGP7491	1285	320CGP7538
1145	320CGP7398	1192	320CGP7445	1239	320CGP7492	1286	320CGP7539
1146	320CGP7399	1193	320CGP7446	1240	320CGP7493	1287	320CGP7540
1147	320CGP7400	1194	320CGP7447	1241	320CGP7494	1288	320CGP7541
1148	320CGP7401	1195	320CGP7448	1242	320CGP7495	1289	320CGP7542
1149	320CGP7402	1196	320CGP7449	1243	320CGP7496	1290	320CGP7543
1150	320CGP7403	1197	320CGP7450	1244	320CGP7497	1291	320CGP7544
1151	320CGP7404	1198	320CGP7451	1245	320CGP7498	1292	320CGP7545
1152	320CGP7405	1199	320CGP7452	1246	320CGP7499	1293	320CGP7546
1153	320CGP7406	1200	320CGP7453	1247	320CGP7500	1294	320CGP7547
1154	320CGP7407	1201	320CGP7454	1248	320CGP7501	1295	320CGP7548
1155	320CGP7408	1202	320CGP7455	1249	320CGP7502	1296	320CGP7549
1156	320CGP7409	1203	320CGP7456	1250	320CGP7503	1297	320CGP7550
1157	320CGP7410	1204	320CGP7457	1251	320CGP7504	1298	320CGP7551
1158	320CGP7411	1205	320CGP7458	1252	320CGP7505	1299	320CGP7552
1159	320CGP7412	1206	320CGP7459	1253	320CGP7506	1300	320CGP7553
1160	320CGP7413	1207	320CGP7460	1254	320CGP7507	1301	320CGP7554
1161	320CGP7414	1208	320CGP7461	1255	320CGP7508	1302	320CGP7555
1162	320CGP7415	1209	320CGP7462	1256	320CGP7509	1303	320CGP7556
1163	320CGP7416	1210	320CGP7463	1257	320CGP7510	1304	320CGP7557
1164	320CGP7417	1211	320CGP7464	1258	320CGP7511	1305	320CGP7558
1165	320CGP7418	1212	320CGP7465	1259	320CGP7512	1306	320CGP7559
1166	320CGP7419	1213	320CGP7466	1260	320CGP7513	1307	320CGP7560
1167	320CGP7420	1214	320CGP7467	1261	320CGP7514	1308	320CGP7561
1168	320CGP7421	1215	320CGP7468	1262	320CGP7515	1309	320CGP7562
1169	320CGP7422	1216	320CGP7469	1263	320CGP7516	1310	320CGP7563
1170	320CGP7423	1217	320CGP7470	1264	320CGP7517	1311	320CGP7564
1171	320CGP7424	1218	320CGP7471	1265	320CGP7518	1312	320CGP7565

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No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
1313	320CGP7566	1360	320CGP7613	1407	320CGP7660	1454	320CGP7707
1314	320CGP7567	1361	320CGP7614	1408	320CGP7661	1455	320CGP7708
1315	320CGP7568	1362	320CGP7615	1409	320CGP7662	1456	320CGP7709
1316	320CGP7569	1363	320CGP7616	1410	320CGP7663	1457	320CGP7710
1317	320CGP7570	1364	320CGP7617	1411	320CGP7664	1458	320CGP7711
1318	320CGP7571	1365	320CGP7618	1412	320CGP7665	1459	320CGP7712
1319	320CGP7572	1366	320CGP7619	1413	320CGP7666	1460	320CGP7713
1320	320CGP7573	1367	320CGP7620	1414	320CGP7667	1461	320CGP7714
1321	320CGP7574	1368	320CGP7621	1415	320CGP7668	1462	320CGP7715
1322	320CGP7575	1369	320CGP7622	1416	320CGP7669	1463	320CGP7716
1323	320CGP7576	1370	320CGP7623	1417	320CGP7670	1464	320CGP7717
1324	320CGP7577	1371	320CGP7624	1418	320CGP7671	1465	320CGP7718
1325	320CGP7578	1372	320CGP7625	1419	320CGP7672	1466	320CGP7719
1326	320CGP7579	1373	320CGP7626	1420	320CGP7673	1467	320CGP7720
1327	320CGP7580	1374	320CGP7627	1421	320CGP7674	1468	320CGP7721
1328	320CGP7581	1375	320CGP7628	1422	320CGP7675	1469	320CGP7722
1329	320CGP7582	1376	320CGP7629	1423	320CGP7676	1470	320CGP7723
1330	320CGP7583	1377	320CGP7630	1424	320CGP7677	1471	320CGP7724
1331	320CGP7584	1378	320CGP7631	1425	320CGP7678	1472	320CGP7725
1332	320CGP7585	1379	320CGP7632	1426	320CGP7679	1473	320CGP7726
1333	320CGP7586	1380	320CGP7633	1427	320CGP7680	1474	320CGP7727
1334	320CGP7587	1381	320CGP7634	1428	320CGP7681	1475	320CGP7728
1335	320CGP7588	1382	320CGP7635	1429	320CGP7682	1476	320CGP7729
1336	320CGP7589	1383	320CGP7636	1430	320CGP7683	1477	320CGP7730
1337	320CGP7590	1384	320CGP7637	1431	320CGP7684	1478	320CGP7731
1338	320CGP7591	1385	320CGP7638	1432	320CGP7685	1479	320CGP7732
1339	320CGP7592	1386	320CGP7639	1433	320CGP7686	1480	320CGP7733
1340	320CGP7593	1387	320CGP7640	1434	320CGP7687	1481	320CGP7734
1341	320CGP7594	1388	320CGP7641	1435	320CGP7688	1482	320CGP7735
1342	320CGP5917	1389	320CGP7642	1436	320CGP7689	1483	320CGP7736
1343	320CGP7596	1390	320CGP7643	1437	320CGP7690	1484	320CGP7737
1344	320CGP7597	1391	320CGP7644	1438	320CGP7691	1485	320CGP7738
1345	320CGP7598	1392	320CGP7645	1439	320CGP7692	1486	320CGP7739
1346	320CGP7599	1393	320CGP7646	1440	320CGP7693	1487	320CGP7740
1347	320CGP7600	1394	320CGP7647	1441	320CGP7694	1488	320CGP7741
1348	320CGP7601	1395	320CGP7648	1442	320CGP7695	1489	320CGP7742
1349	320CGP7602	1396	320CGP7649	1443	320CGP7696	1490	320CGP7743
1350	320CGP7603	1397	320CGP7650	1444	320CGP7697	1491	320CGP7744
1351	320CGP7604	1398	320CGP7651	1445	320CGP7698	1492	320CGP7745
1352	320CGP7605	1399	320CGP7652	1446	320CGP7699	1493	320CGP7746
1353	320CGP7606	1400	320CGP7653	1447	320CGP7700	1494	320CGP7747
1354	320CGP7607	1401	320CGP7654	1448	320CGP7701	1495	320CGP7748
1355	320CGP7608	1402	320CGP7655	1449	320CGP7702	1496	320CGP7749
1356	320CGP7609	1403	320CGP7656	1450	320CGP7703	1497	320CGP7750
1357	320CGP7610	1404	320CGP7657	1451	320CGP7704	1498	320CGP7751
1358	320CGP7611	1405	320CGP7658	1452	320CGP7705	1499	320CGP7752
1359	320CGP7612	1406	320CGP7659	1453	320CGP7706	1500	320CGP7753

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
1501	320CGP7754	1548	320CGP7801	1595	320CGP7848	1642	320CGP7895
1502	320CGP7755	1549	320CGP7802	1596	320CGP7849	1643	320CGP7896
1503	320CGP7756	1550	320CGP7803	1597	320CGP7850	1644	320CGP7897
1504	320CGP7757	1551	320CGP7804	1598	320CGP7851	1645	320CGP7898
1505	320CGP7758	1552	320CGP7805	1599	320CGP7852	1646	320CGP7899
1506	320CGP7759	1553	320CGP7806	1600	320CGP7853	1647	320CGP7900
1507	320CGP7760	1554	320CGP7807	1601	320CGP7854	1648	320CGP7901
1508	320CGP7761	1555	320CGP7808	1602	320CGP7855	1649	320CGP7902
1509	320CGP7762	1556	320CGP7809	1603	320CGP7856	1650	320CGP7903
1510	320CGP7763	1557	320CGP7810	1604	320CGP7857	1651	320CGP7904
1511	320CGP7764	1558	320CGP7811	1605	320CGP7858	1652	320CGP7905
1512	320CGP7765	1559	320CGP7812	1606	320CGP7859	1653	320CGP7906
1513	320CGP7766	1560	320CGP7813	1607	320CGP7860	1654	320CGP7907
1514	320CGP7767	1561	320CGP7814	1608	320CGP7861	1655	320CGP7908
1515	320CGP7768	1562	320CGP7815	1609	320CGP7862	1656	320CGP7909
1516	320CGP7769	1563	320CGP7816	1610	320CGP7863	1657	320CGP7910
1517	320CGP7770	1564	320CGP7817	1611	320CGP7864	1658	320CGP7911
1518	320CGP7771	1565	320CGP7818	1612	320CGP7865	1659	320CGP7912
1519	320CGP7772	1566	320CGP7819	1613	320CGP7866	1660	320CGP7913
1520	320CGP7773	1567	320CGP7820	1614	320CGP7867	1661	320CGP7914
1521	320CGP7774	1568	320CGP7821	1615	320CGP7868	1662	320CGP7915
1522	320CGP7775	1569	320CGP7822	1616	320CGP7869	1663	320CGP7916
1523	320CGP7776	1570	320CGP7823	1617	320CGP7870	1664	320CGP7917
1524	320CGP7777	1571	320CGP7824	1618	320CGP7871	1665	320CGP7918
1525	320CGP7778	1572	320CGP7825	1619	320CGP7872	1666	320CGP7919
1526	320CGP7779	1573	320CGP7826	1620	320CGP7873	1667	320CGP7920
1527	320CGP7780	1574	320CGP7827	1621	320CGP7874	1668	320CGP7921
1528	320CGP7781	1575	320CGP7828	1622	320CGP7875	1669	320CGP7922
1529	320CGP7782	1576	320CGP7829	1623	320CGP7876	1670	320CGP7923
1530	320CGP7783	1577	320CGP7830	1624	320CGP7877	1671	320CGP7924
1531	320CGP7784	1578	320CGP7831	1625	320CGP7878	1672	320CGP7925
1532	320CGP7785	1579	320CGP7832	1626	320CGP7879	1673	320CGP7926
1533	320CGP7786	1580	320CGP7833	1627	320CGP7880	1674	320CGP7927
1534	320CGP7787	1581	320CGP7834	1628	320CGP7881	1675	320CGP7928
1535	320CGP7788	1582	320CGP7835	1629	320CGP7882	1676	320CGP7929
1536	320CGP7789	1583	320CGP7836	1630	320CGP7883	1677	320CGP7930
1537	320CGP7790	1584	320CGP7837	1631	320CGP7884	1678	320CGP7931
1538	320CGP7791	1585	320CGP7838	1632	320CGP7885	1679	320CGP7932
1539	320CGP7792	1586	320CGP7839	1633	320CGP7886	1680	320CGP7933
1540	320CGP7793	1587	320CGP7840	1634	320CGP7887	1681	320CGP7934
1541	320CGP7794	1588	320CGP7841	1635	320CGP7888	1682	320CGP7935
1542	320CGP7795	1589	320CGP7842	1636	320CGP7889	1683	320CGP7936
1543	320CGP7796	1590	320CGP7843	1637	320CGP7890	1684	320CGP7937
1544	320CGP7797	1591	320CGP7844	1638	320CGP7891	1685	320CGP7938
1545	320CGP7798	1592	320CGP7845	1639	320CGP7892	1686	320CGP7939
1546	320CGP7799	1593	320CGP7846	1640	320CGP7893	1687	320CGP7940
1547	320CGP7800	1594	320CGP7847	1641	320CGP7894	1688	320CGP7941

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
1689	320CGP7942	1736	320CGP7989	1783	320CGP8036	1830	320CGP8083
1690	320CGP7943	1737	320CGP7990	1784	320CGP8037	1831	320CGP8084
1691	320CGP7944	1738	320CGP7991	1785	320CGP8038	1832	320CGP8085
1692	320CGP7945	1739	320CGP7992	1786	320CGP8039	1833	320CGP8086
1693	320CGP7946	1740	320CGP7993	1787	320CGP8040	1834	320CKH0393
1694	320CGP7947	1741	320CGP7994	1788	320CGP8041	1835	320CGP8088
1695	320CGP7948	1742	320CGP7995	1789	320CGP8042	1836	320CGP8089
1696	320CGP7949	1743	320CGP7996	1790	320CGP8043	1837	320CGP8090
1697	320CGP7950	1744	320CGP7997	1791	320CGP8044	1838	320CGP8091
1698	320CGP7951	1745	320CGP7998	1792	320CGP8045	1839	320CGP8092
1699	320CGP7952	1746	320CGP7999	1793	320CGP8046	1840	320CGP8093
1700	320CGP7953	1747	320CGP8000	1794	320CGP8047	1841	320CGP8094
1701	320CGP7954	1748	320CGP8001	1795	320CGP8048	1842	320CGP8095
1702	320CGP7955	1749	320CGP8002	1796	320CGP8049	1843	320CGP8096
1703	320CGP7956	1750	320CGP8003	1797	320CGP8050	1844	320CGP8097
1704	320CGP7957	1751	320CGP8004	1798	320CGP8051	1845	320CGP8098
1705	320CGP7958	1752	320CGP8005	1799	320CGP8052	1846	320CGP8099
1706	320CGP7959	1753	320CGP8006	1800	320CGP8053	1847	320CGP8100
1707	320CGP7960	1754	320CGP8007	1801	320CGP8054	1848	320CGP8101
1708	320CGP7961	1755	320CGP8008	1802	320CGP8055	1849	320CGP8102
1709	320CGP7962	1756	320CGP8009	1803	320CGP8056	1850	320CGP8103
1710	320CGP7963	1757	320CGP8010	1804	320CGP8057	1851	320CGP8104
1711	320CGP7964	1758	320CGP8011	1805	320CGP8058	1852	320CGP8105
1712	320CGP7965	1759	320CGP8012	1806	320CGP8059	1853	320CGP8106
1713	320CGP7966	1760	320CGP8013	1807	320CGP8060	1854	320CGP8107
1714	320CGP7967	1761	320CGP8014	1808	320CGP8061	1855	320CGP8108
1715	320CGP7968	1762	320CGP8015	1809	320CGP8062	1856	320CGP8109
1716	320CGP7969	1763	320CGP8016	1810	320CGP8063	1857	320CGP8110
1717	320CGP7970	1764	320CGP8017	1811	320CGP8064	1858	320CGP8111
1718	320CGP7971	1765	320CGP8018	1812	320CGP8065	1859	320CGP8112
1719	320CGP7972	1766	320CGP8019	1813	320CGP8066	1860	320CGP8113
1720	320CGP7973	1767	320CGP8020	1814	320CGP8067	1861	320CGP8114
1721	320CGP7974	1768	320CGP8021	1815	320CGP8068	1862	320CGP8115
1722	320CGP7975	1769	320CGP8022	1816	320CGP8069	1863	320CGP8116
1723	320CGP7976	1770	320CGP8023	1817	320CGP8070	1864	320CGP8117
1724	320CGP7977	1771	320CGP8024	1818	320CGP8071	1865	320CGP8118
1725	320CGP7978	1772	320CGP8025	1819	320CGP8072	1866	320CGP8119
1726	320CGP7979	1773	320CGP8026	1820	320CG98073	1867	320CGP8120
1727	320CGP7980	1774	320CGP8027	1821	320CGP8074	1868	320CGP8121
1728	320CGP7981	1775	320CGP8028	1822	320CGP8075	1869	320CGP8122
1729	320CGP7982	1776	320CGP8029	1823	320CGP8076	1870	320CGP8123
1730	320CGP7983	1777	320CGP8030	1824	320CGP8077	1871	320CGP8124
1731	320CGP7984	1778	320CGP8031	1825	320CGP8078	1872	320CGP8125
1732	320CGP7985	1779	320CGP8032	1826	320CGP8079	1873	320CGP8126
1733	320CGP7986	1780	320CGP8033	1827	320CGP8080	1874	320CGP8127
1734	320CGP7987	1781	320CGP8034	1828	320CGP8081	1875	320CGP8128
1735	320CGP7988	1782	320CGP8035	1829	320CGP8082	1876	320CGP8129

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
1877	320CGP8130	1924	320CGP8177	1971	320CGP8224	2018	320CGP8455
1878	320CGP8131	1925	320CGP8178	1972	320CGP8225	2019	320CGP8456
1879	320CGP8132	1926	320CGP8179	1973	320CGP8226	2020	320CGP8457
1880	320CGP8133	1927	320CGP8180	1974	320CGP8227	2021	320CGP8458
1881	320CGP8134	1928	320CGP8181	1975	320CGP8228	2022	320CGP8459
1882	320CGP8135	1929	320CGP8182	1976	320CGP8229	2023	320CGP8460
1883	320CGP8136	1930	320CGP8183	1977	320CGP8230	2024	320CGP8461
1884	320CGP8137	1931	320CGP8184	1978	320CGP8231	2025	320CGP8462
1885	320CGP8138	1932	320CGP8185	1979	320CGP8232	2026	320CGP8463
1886	320CGP8139	1933	320CGP8186	1980	320CGP8233	2027	320CGP8464
1887	320CGP8140	1934	320CGP8187	1981	320CGP8234	2028	320CGP8465
1888	320CGP8141	1935	320CGP8188	1982	320CGP8235	2029	320CGP8466
1889	320CGP8142	1936	320CGP8189	1983	320CGP8236	2030	320CGP8467
1890	320CGP8143	1937	320CGP8190	1984	320CGP8237	2031	320CGP8468
1891	320CGP8144	1938	320CGP8191	1985	320CGP8238	2032	320CGP8469
1892	320CGP8145	1939	320CGP8192	1986	320CGP8239	2033	320CGP8470
1893	320CGP8146	1940	320CGP8193	1987	320CGP8240	2034	320CGP8471
1894	320CGP8147	1941	320CGP8194	1988	320CGP8241	2035	320CGP8472
1895	320CGP8148	1942	320CGP8195	1989	320CGP8242	2036	320CGP8473
1896	320CGP8149	1943	320CGP8196	1990	320CGP8243	2037	320CGP8474
1897	320CGP8150	1944	320CGP8197	1991	320CGP8428	2038	320CGP8475
1898	320CGP8151	1945	320CGP8198	1992	320CGP8429	2039	320CGP8476
1899	320CGP8152	1946	320CGP8199	1993	320CGP8430	2040	320CGP8477
1900	320CGP8153	1947	320CGP8200	1994	320CGP8431	2041	320CGP8478
1901	320CGP8154	1948	320CGP8201	1995	320CGP8432	2042	320CGP8479
1902	320CGP8155	1949	320CGP8202	1996	320CGP8433	2043	320CGP8480
1903	320CGP8156	1950	320CGP8203	1997	320CGP8434	2044	320CGP8481
1904	320CGP8157	1951	320CGP8204	1998	320CGP8435	2045	320CGP8482
1905	320CGP8158	1952	320CGP8205	1999	320CGP8436	2046	320CGP8483
1906	320CGP8159	1953	320CGP8206	2000	320CGP8437	2047	320CGP8484
1907	320CGP8160	1954	320CGP8207	2001	320CGP8438	2048	320CGP8485
1908	320CGP8161	1955	320CGP8208	2002	320CGP8439	2049	320CGP8486
1909	320CGP8162	1956	320CGP8209	2003	320CGP8440	2050	320CGP8487
1910	320CGP8163	1957	320CGP8210	2004	320CGP8441	2051	320CGP8488
1911	320CGP8164	1958	320CGP8211	2005	320CGP8442	2052	320CGP8489
1912	320CGP8165	1959	320CGP8212	2006	320CGP8443	2053	320CGP8490
1913	320CGP8166	1960	320CGP8213	2007	320CGP8444	2054	320CGP8491
1914	320CGP8167	1961	320CGP8214	2008	320CGP8445	2055	320CGP8492
1915	320CGP8168	1962	320CGP8215	2009	320CGP8446	2056	320CGP8493
1916	320CGP8169	1963	320CGP8216	2010	320CGP8447	2057	320CGP8494
1917	320CGP8170	1964	320CGP8217	2011	320CGP8448	2058	320CGP8495
1918	320CGP8171	1965	320CGP8218	2012	320CGP8449	2059	320CGP8496
1919	320CGP8172	1966	320CGP8219	2013	320CGP8450	2060	320CGP8497
1920	320CGP8173	1967	320CGP8220	2014	320CGP8451	2061	320CGP8498
1921	320CGP8174	1968	320CGP8221	2015	320CGP8452	2062	320CGP8499
1922	320CGP8175	1969	320CGP8222	2016	320CGP8453	2063	320CGP8500
1923	320CGP8176	1970	320CGP8223	2017	320CGP8454	2064	320CGP8501

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No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
2065	320CGP8502	2112	320CGP8599	2159	320CGP8746	2206	320CGR0511
2066	320CGP8503	2113	320CGP8600	2160	320CGP8747	2207	320CGR0512
2067	320CGP8504	2114	320CGP8601	2161	320CGP8748	2208	320CGR0513
2068	320CGP8505	2115	320CGP8602	2162	320CGP8749	2209	320CGR0514
2069	320CGP8506	2116	320CGP8603	2163	320CGP8750	2210	320CGR0515
2070	320CGP8507	2117	320CGP8604	2164	320CGP8751	2211	320CGR0516
2071	320CGP8508	2118	320CGP8605	2165	320CGP8752	2212	320CGR0517
2072	320CGP8509	2119	320CGP8606	2166	320CGP8753	2213	320CGR0518
2073	320CGP8510	2120	320CGP8607	2167	320CGP8754	2214	320CGR0519
2074	320CGP8511	2121	320CGP8608	2168	320CGP8755	2215	320CGR0520
2075	320CGP8512	2122	320CGP8609	2169	320CGP8756	2216	320CGR0521
2076	320CGP8513	2123	320CGP8610	2170	320CGP8757	2217	320CGR0522
2077	320CGP8514	2124	320CGP8611	2171	320CGP8758	2218	320CGR0523
2078	320CGP8515	2125	320CGP8612	2172	320CGP8759	2219	320CGR0524
2079	320CGP8516	2126	320CGP8613	2173	320CGP8760	2220	320CGR0525
2080	320CGP8517	2127	320CGP8614	2174	320CGP8761	2221	320CGR0526
2081	320CGP8518	2128	320CGP8615	2175	320CGP8762	2222	320CGR0527
2082	320CGP8519	2129	320CGP8616	2176	320CGP8763	2223	320CGR0528
2083	320CGP8520	2130	320CGP8617	2177	320CGP8764	2224	320CGR0529
2084	320CGP8521	2131	320CGP8618	2178	320CGP8765	2225	320CGR0530
2085	320CGP8522	2132	320CGP8619	2179	320CGP8766	2226	320CGR0531
2086	320CGP8523	2133	320CGP8620	2180	320CGP8767	2227	320CGR0532
2087	320CGP8524	2134	320CGP8621	2181	320CGP8768	2228	320CGR0533
2088	320CGP8525	2135	320CGP8622	2182	320CGP8769	2229	320CGR0534
2089	320CGP8526	2136	320CGP8623	2183	320CGP8770	2230	320CGR0535
2090	320CGP8527	2137	320CGP8624	2184	320CGP8771	2231	320CGR0536
2091	320CGP8578	2138	320CGP8625	2185	320CGP8772	2232	320CGR0537
2092	320CGP8579	2139	320CGP8626	2186	320CGP8773	2233	320CGR0538
2093	320CGP8580	2140	320CGP8627	2187	320CGP8774	2234	320CGR0539
2094	320CGP8581	2141	320CGP8628	2188	320CGP8775	2235	320CGR0540
2095	320CGP8582	2142	320CGP8629	2189	320CGP8776	2236	320CGR0541
2096	320CGP8583	2143	320CGP8630	2190	320CGP8777	2237	320CGR0542
2097	320CGP8584	2144	320CGP8631	2191	320CGP8778	2238	320CGR0543
2098	320CGP8585	2145	320CGP8632	2192	320CGP8779	2239	320CGR0544
2099	320CGP8586	2146	320CGP8633	2193	320CGP8780	2240	320CGR0545
2100	320CGP8587	2147	320CGP8634	2194	320CGP8781	2241	320CGR0546
2101	320CGP8588	2148	320CGP8635	2195	320CGP8782	2242	320CGR0547
2102	320CGP8589	2149	320CGP8636	2196	320CGP8783	2243	320CGR0548
2103	320CGP8590	2150	320CGP8637	2197	320CGP8784	2244	320CGR0549
2104	320CGP8591	2151	320CGP8738	2198	320CGP8785	2245	320CGR0550
2105	320CGP8592	2152	320CGP8739	2199	320CGP8786	2246	320CGR0551
2106	320CGP8593	2153	320CGP8740	2200	320CGP8787	2247	320CGR0552
2107	320CGP8594	2154	320CGP8741	2201	320CGR0506	2248	320CGR0553
2108	320CGP8595	2155	320CGP8742	2202	320CGR0507	2249	320CGR0554
2109	320CGP8596	2156	320CGP8743	2203	320CGR0508	2250	320CGR0555
2110	320CGP8597	2157	320CGP8744	2204	320CGR0509	2251	320CGR0556
2111	320CGP8598	2158	320CGP8745	2205	320CGR0510	2252	320CGR0557

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EXHIBIT 1

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
2253	320CGR0558	2300	320CGR0605	2347	320CGR0733	2394	320CKM3464
2254	320CGR0559	2301	320CGR0687	2348	320CGR0734	2395	320CKM3465
2255	320CGR0560	2302	320CGR0688	2349	320CGR0735	2396	320CKM3466
2256	320CGR0561	2303	320CGR0689	2350	320CGR0736	2397	320CKM2380
2257	320CGR0562	2304	320CGR0690	2351	320CGTG721	2398	320CKM2381
2258	320CGR0563	2305	320CGR0691	2352	320CGTG722	2399	320CKM2382
2259	320CGR0564	2306	320CGR0692	2353	320CGTG723	2400	320CKM2383
2260	320CGR0565	2307	320CGR0693	2354	320CGTG724	2401	320CKM2384
2261	320CGR0566	2308	320CGR0694	2355	320CGTG725	2402	320CKM2385
2262	320CGR0567	2309	320CGR0695	2356	320CGTG726	2403	320CKM2386
2263	320CGR0568	2310	320CGR0696	2357	320CGTG727	2404	320CKM2387
2264	320CGR0569	2311	320CGR0697	2358	320CGTG728	2405	320CKM2388
2265	320CGR0570	2312	320CGR0698	2359	320CGTG729	2406	320CKM2389
2266	320CGR0571	2313	320CGR0699	2360	320CGTG730	2407	320CKM2390
2267	320CGR0572	2314	320CGR0700	2361	320CFX0140	2408	320CKM2391
2268	320CGR0573	2315	320CGR0701	2362	320CJD3601	2409	320CKM2392
2269	320CGR0574	2316	320CGR0702	2363	320CJF0790	2410	320CKM2393
2270	320CGR0575	2317	320CGR0703	2364	320CJF0791	2411	320CKM2394
2271	320CGR0576	2318	320CGR0704	2365	320CJF0792	2412	320CKM2395
2272	320CGR0577	2319	320CGR0705	2366	320CJF0793	2413	320CKM2396
2273	320CGR0578	2320	320CGR0706	2367	320CDWF753	2414	320CKM2397
2274	320CGR0579	2321	320CGR0707	2368	320CDWF754	2415	320CKM2398
2275	320CGR0580	2322	320CGR0708	2369	320CDYE771	2416	320CKM2399
2276	320CGR0581	2323	320CGR0709	2370	320CDYE772	2417	320CKM2400
2277	320CGR0582	2324	320CGR0710	2371	320CJTA485	2418	320CKM2401
2278	320CGR0583	2325	320CGR0711	2372	320CKM3442	2419	320CKM2402
2279	320CGR0584	2326	320CGR0712	2373	320CKM3443	2420	320CKM2403
2280	320CGR0585	2327	320CGR0713	2374	320CKM3444	2421	320CKM2404
2281	320CGR0586	2328	320CGR0714	2375	320CKM3445	2422	320CKM2405
2282	320CGR0587	2329	320CGR0715	2376	320CKM3446	2423	320CJR3382
2283	320CGR0588	2330	320CGR0716	2377	320CKM3447	2424	320CJR3386
2284	320CGR0589	2331	320CGR0717	2378	320CKM3448	2425	320CJR3381
2285	320CGR0590	2332	320CGR0718	2379	320CKM3449	2426	320CJR3385
2286	320CGR0591	2333	320CGR0719	2380	320CKM3450	2427	320CJR3384
2287	320CGR0592	2334	320CGR0720	2381	320CKM3451	2428	320CJR3383
2288	320CGR0593	2335	320CGR0721	2382	320CKM3452	2429	320CMD1706
2289	320CGR0594	2336	320CGR0722	2383	320CKM3453	2430	320CMM4706
2290	320CGR0595	2337	320CGR0723	2384	320CKM3454	2431	320CMT5267
2291	320CGR0596	2338	320CGR0724	2385	320CKM3455	2432	320CNK0477
2292	320CGR0597	2339	320CGR0725	2386	320CKM3456	2433	320CNK0475
2293	320CGR0598	2340	320CGR0726	2387	320CKM3457	2434	320CNK0476
2294	320CGR0599	2341	320CGR0727	2388	320CKM3458	2435	320CNK0474
2295	320CGR0600	2342	320CGR0728	2389	320CKM3459	2436	320CNV0478
2296	320CGR0601	2343	320CGR0729	2390	320CKM3460	2437	320CNZ0833
2297	320CGR0602	2344	320CGR0730	2391	320CKM3461	2438	320CPR0186
2298	320CGR0603	2345	320CGR0731	2392	320CKM3462	2439	320CPV0655
2299	320CGR0604	2346	320CGR0732	2393	320CKM3463	2440	320CPV0656

No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #	No.	VHF Serial #
2441	320CEJ2383						
2442	320CDYE772						
2443	320CEE6735						
2444	320CDWF754						
2445	320CEJ2384						
2446	320CEE6733						
2447	320CDYE770						
2448	320CEJ2385						
2449	320CEE6734						
2450	320CDYE773						
2451	320CDWF753						
2452	320CDYE771						
2453	320CPX0382						
2454	320CEE6406						
2455	320CEE6731						
2456	320CFX0141						
2457	320CGF7261						
2458	320CEE6732						

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
1	320CGP5674	47	320CGP5721	93	320CGP5767	139	320CGP5813
2	320CGP5675	48	320CGP5722	94	320CGP5768	140	320CGP5814
3	320CGP5676	49	320CGP5723	95	320CGP5769	141	320CGP5815
4	320CGP5677	50	320CGP5724	96	320CGP5770	142	320CGP5816
5	320CGP5678	51	320CGP5725	97	320CGP5771	143	320CGP5817
6	320CGP5679	52	320CGP5726	98	320CGP5772	144	320CGP5818
7	320CGP5680	53	320CGP5727	99	320CGP5773	145	320CGP5819
8	320CGP5681	54	320CGP5728	100	320CGP5774	146	320CGP5820
9	320CGP5682	55	320CGP5729	101	320CGP5775	147	320CGP5821
10	320CGP5683	56	320CGP5730	102	320CGP5776	148	320CGP5822
11	320CGP5684	57	320CGP5731	103	320CGP5777	149	320CGP5823
12	320CGP5685	58	320CGP5732	104	320CGP5778	150	320CGP5874
13	320CGP5686	59	320CGP5733	105	320CGP5779	151	320CGP5875
14	320CGP5688	60	320CGP5734	106	320CGP5780	152	320CGP5876
15	320CGP5689	61	320CGP5735	107	320CGP5781	153	320CGP5877
16	320CGP5690	62	320CGP5736	108	320CGP5782	154	320CGP5878
17	320CGP5691	63	320CGP5737	109	320CGP5783	155	320CGP5879
18	320CGP5692	64	320CGP5738	110	320CGP5784	156	320CGP5880
19	320CGP5693	65	320CGP5739	111	320CGP5785	157	320CGP5881
20	320CGP5694	66	320CGP5740	112	320CGP5786	158	320CGP5882
21	320CGP5695	67	320CGP5741	113	320CGP5787	159	320CGP5883
22	320CGP5696	68	320CGP5742	114	320CGP5788	160	320CGP5884
23	320CGP5697	69	320CGP5743	115	320CGP5789	161	320CGP5885
24	320CGP5698	70	320CGP5744	116	320CGP5790	162	320CGP5886
25	320CGP5699	71	320CGP5745	117	320CGP5791	163	320CGP5887
26	320CGP5700	72	320CGP5746	118	320CGP5792	164	320CGP5888
27	320CGP5701	73	320CGP5747	119	320CGP5793	165	320CGP5889
28	320CGP5702	74	320CGP5748	120	320CGP5794	166	320CGP5890
29	320CGP5703	75	320CGP5749	121	320CGP5795	167	320CGP5891
30	320CGP5704	76	320CGP5750	122	320CGP5796	168	320CGP5892
31	320CGP5705	77	320CGP5751	123	320CGP5797	169	320CGP5893
32	320CGP5706	78	320CGP5752	124	320CGP5798	170	320CGP5894
33	320CGP5707	79	320CGP5753	125	320CGP5799	171	320CGP5895
34	320CGP5708	80	320CGP5754	126	320CGP5800	172	320CGP5896
35	320CGP5709	81	320CGP5755	127	320CGP5801	173	320CGP5897
36	320CGP5710	82	320CGP5756	128	320CGP5802	174	320CGP5898
37	320CGP5711	83	320CGP5757	129	320CGR5803	175	320CGP5899
38	320CGP5712	84	320CGP5758	130	320CGP5804	176	320CGP5900
39	320CGP5713	85	320CGP5759	131	320CGP5805	177	320CGP5901
40	320CGP5714	86	320CGP5760	132	320CGP5806	178	320CGP5902
41	320CGP5715	87	320CGP5761	133	320CGP5807	179	320CGP5903
42	320CGP5716	88	320CGP5762	134	320CGP5808	180	320CGP5904
43	320CGP5717	89	320CGP5763	135	320CGP5809	181	320CGP5905
44	320CGP5718	90	320CGP5764	136	320CGP5810	182	320CGP5906
45	320CGP5719	91	320CGP5765	137	320CGP5811	183	320CGP5907
46	320CGP5720	92	320CGP5766	138	320CGP5812	184	320CGP5908

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
185	320CGP5909	231	320CGP5956	277	320CGP6003	323	320CGP6365
186	320CGP5910	232	320CGP5957	278	320CGP6004	324	320CGP6366
187	320CGP5911	233	320CGP5958	279	320CGP6005	325	320CGP6367
188	320CGP5912	234	320CGP5959	280	320CGP6006	326	320CGP6368
189	320CGP5913	235	320CGP5960	281	320CGP6007	327	320CGP6369
190	320CGP5914	236	320CGP5961	282	320CGP6008	328	320CGP6370
191	320CGP5915	237	320CGP5962	283	320CGP6009	329	320CGP6371
192	320CGP5916	238	320CGP5963	284	320CGP6010	330	320CGP6372
193	320CGP7595	239	320CGP5964	285	320CGP6011	331	320CGP6373
194	320CGP5918	240	320CGP5965	286	320CGP6012	332	320CGP6374
195	320CGP5919	241	320CGP5966	287	320CGP6013	333	320CGP6375
196	320CGP5920	242	320CGP5967	288	320CGP6014	334	320CGP6376
197	320CGP5921	243	320CGP5968	289	320CGP6015	335	320CGP6377
198	320CGP5922	244	320CGP5969	290	320CGP6016	336	320CGP6378
199	320CGP5923	245	320CGP5970	291	320CGP6017	337	320CGP6379
200	320CGP5924	246	320CGP5971	292	320CGP6018	338	320CGP6380
201	320CGP5925	247	320CGP5972	293	320CGP6019	339	320CGP6381
202	320CGP5926	248	320CGP5973	294	320CGP6020	340	320CGP6382
203	320CGP5927	249	320CGP5974	295	320CGP6021	341	320CGP6383
204	320CGP5928	250	320CGP5975	296	320CGP6022	342	320CGP6384
205	320CGP5929	251	320CGP5976	297	320CGP6023	343	320CGP6385
206	320CGP5930	252	320CGP5977	298	320CGP6339	344	320CGP6386
207	320CGP5931	253	320CGP5978	299	320CGP6340	345	320CGP6387
208	320CGP5932	254	320CGP5979	300	320CGP6341	346	320CGP6388
209	320CGP5933	255	320CGP5980	301	320CGP6342	347	320CGP6439
210	320CGP5934	256	320CGP5981	302	320CGP6343	348	320CGP6440
211	320CGP5935	257	320CGP5982	303	320CGP6344	349	320CGP6441
212	320CGP5936	258	320CGP5983	304	320CGP6345	350	320CGP6442
213	320CGP5937	259	320CGP5984	305	320CGP6346	351	320CGP6443
214	320CGP5938	260	320CGP5985	306	320CGP6347	352	320CGP6444
215	320CGP5939	261	320CGP5986	307	320CGP6348	353	320CGP6445
216	320CGP5940	262	320CGP5987	308	320CGP6349	354	320CGP6446
217	320CGP5941	263	320CGP5988	309	320CGP6350	355	320CGP6447
218	320CGP5942	264	320CGP5989	310	320CGP6351	356	320CGP6448
219	320CGP5943	265	320CGP5990	311	320CGP6352	357	320CGP6449
220	320CGP5944	266	320CGP5991	312	320CGP6353	358	320CGP6450
221	320CGP5945	267	320CGP5992	313	320CGP6354	359	320CGP6451
222	320CGP5946	268	320CGP5993	314	320CGP6355	360	320CGP6452
223	320CGP5947	269	320CGP5994	315	320CGP6356	361	320CGP6453
224	320CGP5948	270	320CGP5995	316	320CGP6357	362	320CGP6454
225	320CGP5949	271	320CGP5996	317	320CGP6358	363	320CGP6455
226	320CGP5950	272	320CGP5997	318	320CGP6359	364	320CGP6456
227	320CGP5951	273	320CGP5998	319	320CGP6360	365	320CGP6458
228	320CGP5952	274	320CGP5999	320	320CGP6361	366	320CGP6459
229	320CGP5953	275	320CGP6000	321	320CGP6362	367	320CGP6460
230	320CGP5954	276	320CGP6001	322	320CGP6363	368	320CGP6461

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
369	320CGP5955	415	320CGP6002	461	320CGP6364	507	320CGP6462
370	320CGP6463	416	320CGP6510	462	320CGP8307	508	320CGP8354
371	320CGP6464	417	320CGP6511	463	320CGP8308	509	320CGP8355
372	320CGP6465	418	320CGP6512	464	320CGP8309	510	320CGP8356
373	320CGP6466	419	320CGP6513	465	320CGP8310	511	320CGP8357
374	320CGP6467	420	320CGP6514	466	320CGP8311	512	320CGP8358
375	320CGP6468	421	320CGP6515	467	320CGP8312	513	320CGP8359
376	320CGP6469	422	320CGP6516	468	320CGP8313	514	320CGP8360
377	320CGP6470	423	320CGP6517	469	320CGP8314	515	320CGP8361
378	320CGP6471	424	320CGP6518	470	320CGP8315	516	320CGP8362
379	320CGP6472	425	320CGP6519	471	320CGP8316	517	320CGP8363
380	320CGP6473	426	320CGP6520	472	320CGP8317	518	320CGP8364
381	320CGP6474	427	320CGP6521	473	320CGP8318	519	320CGP8365
382	320CGP6475	428	320CGP6522	474	320CGP8319	520	320CGP8366
383	320CGP6476	429	320CGP6523	475	320CGP8320	521	320CGP8367
384	320CGP6477	430	320CGP6524	476	320CGP8321	522	320CGP8368
385	320CGP6478	431	320CGP6525	477	320CGP8322	523	320CGP8369
386	320CGP6479	432	320CGP6526	478	320CGP8323	524	320CGP8370
387	320CGP6480	433	320CGP6527	479	320CGP8324	525	320CGP8371
388	320CGP6481	434	320CGP6528	480	320CGP8325	526	320CGP8372
389	320CGP6482	435	320CGP8278	481	320CGP8326	527	320CGP8373
390	320CGP6483	436	320CGP8279	482	320CGP8327	528	320CGP8374
391	320CGP6484	437	320CGP8280	483	320CGP8328	529	320CGP8375
392	320CGP6485	438	320CGP8281	484	320CGP8329	530	320CGP8376
393	320CGP6486	439	320CGP8282	485	320CGP8330	531	320CGP8377
394	320CGP6487	440	320CGP8283	486	320CGP8331	532	320CGP8378
395	320CGP6488	441	320CGP8284	487	320CGP8332	533	320CGP8379
396	320CGP6489	442	320CGP8285	488	320CGP8333	534	320CGP8380
397	320CGP6490	443	320CGP8286	489	320CGP8334	535	320CGP8381
398	320CGP6491	444	320CGP8287	490	320CGP8335	536	320CGP8383
399	320CGP6492	445	320CGP8288	491	320CGP8336	537	320CGP8384
400	320CGP6493	446	320CGP8290	492	320CGP8337	538	320CGP8385
401	320CGP6494	447	320CGP8291	493	320CGP8338	539	320CGP8386
402	320CGP6495	448	320CGP8292	494	320CGP8339	540	320CGP8387
403	320CGP6496	449	320CGP8293	495	320CGP8340	541	320CGP8388
404	320CGP6497	450	320CGP8294	496	320CGP8341	542	320CGP8389
405	320CGP6498	451	320CGP8295	497	320CGP8342	543	320CGP8390
406	320CGP6499	452	320CGP8296	498	320CGP8343	544	320CGP8391
407	320CGP6500	453	320CGP8297	499	320CGP8344	545	320CGP8392
408	320CGP6501	454	320CGP8298	500	320CGP8345	546	320CGP8393
409	320CGP6502	455	320CGP8299	501	320CGP8346	547	320CGP8394
410	320CGP6503	456	320CGP8300	502	320CGP8347	548	320CGP8395
411	320CGP6504	457	320CGP8301	503	320CGP8348	549	320CGP8396
412	320CGP6505	458	320CGP8302	504	320CGP8349	550	320CGP8397
413	320CGP6506	459	320CGP8303	505	320CGP8350	551	320CGP8398
414	320CGP6507	460	320CGP8304	506	320CGP8351	552	320CGP8399

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
553	320CGP6508	599	320CGP8305	645	320CGP8352	691	320CGP8400
554	320CGP6509	600	320CGP8306	646	320CGP8353	692	320CGP8401
555	320CGP8402	601	320CGR1036	647	320CGR1083	693	320CGR1130
556	320CGP8403	602	320CGR1037	648	320CGR1084	694	320CGR1131
557	320CGP8404	603	320CGR1038	649	320CGR1085	695	320CGR1132
558	320CGP8405	604	320CGR1039	650	320CGR1086	696	320CGR1133
559	320CGP8406	605	320CGR1040	651	320CGR1087	697	320CGR1134
560	320CGP8407	606	320CGR1041	652	320CGR1088	698	320CGR1135
561	320CGP8408	607	320CGR1042	653	320CGR1089	699	320CGR1136
562	320CGP8409	608	320CGR1043	654	320CGR1090	700	320CGR1137
563	320CGP8410	609	320CGR1044	655	320CGR1091	701	320CGR1138
564	320CGP8411	610	320CGR1045	656	320CGR1092	702	320CGR1139
565	320CGP8412	611	320CGR1046	657	320CGR1093	703	320CGR1140
566	320CGP8413	612	320CGR1047	658	320CGR1094	704	320CGR1141
567	320CGP8414	613	320CGR1048	659	320CGR1095	705	320CGR1142
568	320CGP8415	614	320CGR1049	660	320CGR1096	706	320CGR1143
569	320CGP8416	615	320CGR1050	661	320CGR1097	707	320CGR1144
570	320CGP8417	616	320CGR1051	662	320CGR1098	708	320CGR1145
571	320DPW001W	617	320CGR1052	663	320CGR1099	709	320CGR1146
572	320CGP8418	618	320CGR1053	664	320CGR1100	710	320CGR1147
573	320CGP8419	619	320CGR1054	665	320CGR1101	711	320CGR1148
574	320CGP8420	620	320CGR1055	666	320CGR1102	712	320CGR1149
575	320CGP8421	621	320CGR1056	667	320CGR1103	713	320CGR1150
576	320CGP8422	622	320CGR1057	668	320CGR1104	714	320CGR1151
577	320CGP8423	623	320CGR1058	669	320CGR1105	715	320CGR1152
578	320CGP8424	624	320CGR1059	670	320CGR1106	716	320CGR1153
579	320CGP8425	625	320CGR1060	671	320CGR1107	717	320CGR1154
580	320CGP8426	626	320CGR1061	672	320CGR1108	718	320CGR1155
581	320CGP8427	627	320CGR1062	673	320CGR1109	719	320CGR1156
582	320CGR1016	628	320CGR1063	674	320CGR1110	720	320CGR1157
583	320CGR1017	629	320CGR1064	675	320CGR1111	721	320CGR1158
584	320CGR1018	630	320CGR1065	676	320CGR1112	722	320CGR1159
585	320CGR1019	631	320CGR1066	677	320CGR1113	723	320CGR1160
586	320CGR1020	632	320CGR1067	678	320CGR1114	724	320CGR1161
587	320CGR1021	633	320CGR1068	679	320CGR1115	725	320CGR1162
588	320CGR1022	634	320CGR1069	680	320CGR1116	726	320CGR1163
589	320CGR1023	635	320CGR1070	681	320CGR1117	727	320CGR1164
590	320CGR1024	636	320CGR1071	682	320CGR1118	728	320CGR1165
591	320CGR1025	637	320CGR1072	683	320CGR1119	729	320CGR1172
592	320CGR1026	638	320CGR1073	684	320CGR1120	730	320CGR1173
593	320CGR1027	639	320CGR1074	685	320CGR1121	731	320CGR1174
594	320CGR1028	640	320CGR1075	686	320CGR1122	732	320CGR1175
595	320CGR1029	641	320CGR1076	687	320CGR1123	733	320CGR1176
596	320CGR1030	642	320CGR1077	688	320CGR1124	734	320CGR1177
597	320CGR1031	643	320CGR1078	689	320CGR1125	735	320CGR1178
598	320CGR1032	644	320CGR1079	690	320CGR1126	736	320CGR1179

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
737	320CGR1033	783	320CGR1080	829	320CGR1127	875	320CGR1180
738	320CGR1034	784	320CGR1081	830	320CGR1128	876	320CGR1181
739	320CGR1035	785	320CGR1082	831	320CGR1129	877	320CGR1182
740	320CGR1183	786	320CGR1342	832	320CGR1669	878	320CGR1716
741	320CGR1184	787	320CGR1343	833	320CGR1670	879	320CGR1717
742	320CGR1185	788	320CGR1344	834	320CGR1671	880	320CGR1718
743	320CGR1186	789	320CGR1345	835	320CGR1672	881	320CGR1719
744	320CGR1187	790	320CGR1346	836	320CGR1673	882	320CGR1720
745	320CGR1188	791	320CGR1347	837	320CGR1674	883	320CGR1721
746	320CGR1189	792	320CGR1348	838	320CGR1675	884	320CGR1722
747	320CGR1190	793	320CGR1349	839	320CGR1676	885	320CGR1723
748	320CGR1191	794	320CGR1350	840	320CGR1677	886	320CGR1724
749	320CGR1192	795	320CGR1351	841	320CGR1678	887	320CGR1725
750	320CGR1193	796	320CGR1352	842	320CGR1679	888	320CGR1726
751	320CGR1194	797	320CGR1353	843	320CGR1680	889	320CGR1727
752	320CGR1195	798	320CGR1354	844	320CGR1681	890	320CGR1728
753	320CGR1196	799	320CGR1355	845	320CGR1682	891	320CGR1729
754	320CGR1197	800	320CGR1356	846	320CGR1683	892	320CGR1730
755	320CGR1199	801	320CGR1357	847	320CGR1684	893	320CGR1731
756	320CGR1200	802	320CGR1358	848	320CGR1685	894	320CGR1732
757	320CGR1201	803	320CGR1359	849	320CGR1686	895	320CGR1733
758	320CGR1202	804	320CGR1360	850	320CGR1687	896	320CGR1734
759	320CGR1203	805	320CGR1361	851	320CGR1688	897	320CGR1735
760	320CGR1204	806	320CGR1362	852	320CGR1689	898	320CGR1736
761	320CGR1205	807	320CGR1363	853	320CGR1690	899	320CGR1737
762	320CGR1206	808	320CGR1364	854	320CGR1691	900	320CGR1738
763	320CGR1207	809	320CGR1365	855	320CGR1692	901	320CGR1739
764	320CGR1208	810	320CGR1366	856	320CGR1693	902	320CGR1740
765	320CGR1209	811	320CGR1367	857	320CGR1694	903	320CGR1741
766	320CGR1210	812	320CGR1368	858	320CGR1695	904	320CGR1742
767	320CGR1211	813	320CGR1369	859	320CGR1696	905	320CGR1743
768	320CGR1212	814	320CGR1370	860	320CGR1697	906	320CGR1744
769	320CGR1213	815	320CGR1371	861	320CGR1698	907	320CGR1745
770	320CGR1214	816	320CGR1372	862	320CGR1699	908	320CGR1747
771	320CGR1215	817	320CGR1373	863	320CGR1700	909	320CGR1748
772	320CGR1216	818	320CGR1374	864	320CGR1701	910	320CGR1749
773	320CGR1217	819	320CGR1375	865	320CGR1702	911	320CGR1750
774	320CGR1218	820	320CGR1376	866	320CGR1703	912	320CGR1751
775	320CGR1219	821	320CGR1377	867	320CGR1704	913	320CGR1752
776	320CGR1220	822	320CGR1378	868	320CGR1705	914	320CGR1753
777	320CGR1221	823	320CGR1379	869	320CGR1706	915	320CGR1754
778	320CGR1333	824	320CGR1380	870	320CGR1707	916	320CGR1755
779	320CGR1334	825	320CGR1381	871	320CGR1708	917	320CGR1756
780	320CGR1335	826	320CGR1382	872	320CGR1709	918	320CGR1757
781	320CGR1336	827	320CGR1663	873	320CGR1710	919	320CGR1758
782	320CGR1337	828	320CGR1664	874	320CGR1711	920	320CGR1759

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
921	320CGR1338	967	320CGR1665	1013	320CGR1712	1059	320CGR1760
922	320CGR1339	968	320CGR1666	1014	320CGR1713	1060	320CGR1761
923	320CGR1340	969	320CGR1667	1015	320CGR1714	1061	320CGR1762
924	320CGR1341	970	320CGR1668	1016	320CGR1715	1062	320CGR1763
925	320CGR1764	971	320CGR1812	1017	320CGR2187	1063	320CGR5206
926	320CGR1765	972	320CGR2140	1018	320CGR2188	1064	320CGR5207
927	320CGR1766	973	320CGR2141	1019	320CGR2189	1065	320CGR5208
928	320CGR1767	974	320CGR2142	1020	320CGR5161	1066	320CGR5209
929	320CGR1768	975	320CGR2143	1021	320CGR5162	1067	320CGR5210
930	320CGR1769	976	320CGR2144	1022	320CGR5163	1068	320CGR5266
931	320CGR1770	977	320CGR2145	1023	320CGR5164	1069	320CGR5267
932	320CGR1771	978	320CGR2146	1024	320CGR5165	1070	320CGR5268
933	320CGR1772	979	320CGR2148	1025	320CGR5166	1071	320CGR5269
934	320CGR1773	980	320CGR2149	1026	320CGR5167	1072	320CGR5270
935	320CGR1774	981	320CGR2150	1027	320CGR5168	1073	320CGR5271
936	320CGR1776	982	320CGR2151	1028	320CGR5169	1074	320CGR5272
937	320CGR1777	983	320CGR2152	1029	320CGR5170	1075	320CGR5273
938	320CGR1778	984	320CGR2153	1030	320CGR5171	1076	320CGR5274
939	320CGR1779	985	320CGR2154	1031	320CGR5172	1077	320CGR5275
940	320CGR1780	986	320CGR2155	1032	320CGR5173	1078	320CGR5276
941	320CGR1781	987	320CGR2156	1033	320CGR5174	1079	320CGR5277
942	320CGR1782	988	320CGR2157	1034	320CGR5175	1080	320CGR5278
943	320CGR1783	989	320CGR2158	1035	320CGR5176	1081	320CGR5279
944	320CGR1784	990	320CGR2159	1036	320CGR5177	1082	320CGR5280
945	320CGR1785	991	320CGR2160	1037	320CGR5178	1083	320CGR5281
946	320CGR1786	992	320CGR2161	1038	320CGR5179	1084	320CGR5282
947	320CGR1787	993	320CGR2162	1039	320CGR5180	1085	320CGR5283
948	320CGR1788	994	320CGR2163	1040	320CGR5181	1086	320CGR5284
949	320CGR1789	995	320CGR2164	1041	320CGR5182	1087	320CGR5285
950	320CGR1790	996	320CGR2165	1042	320CGR5184	1088	320CGR5286
951	320CGR1791	997	320CGR2166	1043	320CGR5185	1089	320CGR5287
952	320CGR1792	998	320CGR2167	1044	320CGR5186	1090	320CGR5288
953	320CGR1793	999	320CGR2168	1045	320CGR5187	1091	320CGR5289
954	320CGR1794	1000	320CGR2169	1046	320CGR5188	1092	320CGR5290
955	320CGR1795	1001	320CGR2170	1047	320CGR5189	1093	320CGR5291
956	320CGR1796	1002	320CGR2171	1048	320CGR5190	1094	320CGR5292
957	320CGR1797	1003	320CGR2172	1049	320CGR5191	1095	320CGR5293
958	320CGR1798	1004	320CGR2173	1050	320CGR5192	1096	320CGR5294
959	320CGR1799	1005	320CGR2174	1051	320CGR5193	1097	320CGR5295
960	320CGR1800	1006	320CGR2175	1052	320CGR5194	1098	320CGR5296
961	320CGR1801	1007	320CGR2176	1053	320CGR5195	1099	320CGR5297
962	320CGR1802	1008	320CGR2177	1054	320CGR5196	1100	320CGR5298
963	320CGR1803	1009	320CGR2178	1055	320CGR5197	1101	320CGR5299
964	320CGR1804	1010	320CGR2179	1056	320CGR5198	1102	320CGR5300
965	320CGR1805	1011	320CGR2180	1057	320CGR5199	1103	320CGR5301
966	320CGR1806	1012	320CGR2181	1058	320CGR5200	1104	320CGR5302

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
1105	320CGR1807	1151	320CGR2182	1197	320CGR5201	1243	320CGR5303
1106	320CGR1808	1152	320CGR2183	1198	320CGR5202	1244	320CGR5304
1107	320CGR1809	1153	320CGR2184	1199	320CGR5203	1245	320CGR5305
1108	320CGR1810	1154	320CGR2185	1200	320CGR5204	1246	320CGR5306
1109	320CGR1811	1155	320CGR2186	1201	320CGR5205	1247	320CGR5307
1110	320CGR5308	1156	320CGR5487	1202	320CGR5669	1248	320CGR5717
1111	320CGR5309	1157	320CGR5488	1203	320CGR5670	1249	320CGR5718
1112	320CGR5310	1158	320CGR5489	1204	320CGR5671	1250	320CGR5719
1113	320CGR5311	1159	320CGR5490	1205	320CGR5672	1251	320CGR5720
1114	320CGR5312	1160	320CGR5491	1206	320CGR5673	1252	320CGR5721
1115	320CGR5313	1161	320CGR5492	1207	320CGR5674	1253	320CGR5722
1116	320CGR5314	1162	320CGR5493	1208	320CGR5675	1254	320CGR5723
1117	320CGR5315	1163	320CGR5494	1209	320CGR5676	1255	320CGR5724
1118	320CGR5447	1164	320CGR5495	1210	320CGR5677	1256	320CGR5725
1119	320CGR5448	1165	320CGR5496	1211	320CGR5678	1257	320CGR5726
1120	320CGR5449	1166	320CGR5632	1212	320CGR5679	1258	320CGR5727
1121	320CGR5450	1167	320CGR5633	1213	320CGR5680	1259	320CGR5728
1122	320CGR5451	1168	320CGR5634	1214	320CGR5681	1260	320CGR5279
1123	320CGR5452	1169	320CGR5635	1215	320CGR5682	1261	320CGR5730
1124	320CGR5453	1170	320CGR5636	1216	320CGR5683	1262	320CGR5731
1125	320CGR5454	1171	320CGR5637	1217	320CGR5684	1263	320CLD1540
1126	320CGR5455	1172	320CGR5638	1218	320CGR5685	1264	320CGR5870
1127	320CGR5456	1173	320CGR5639	1219	320CGR5686	1265	320CGR5872
1128	320CGR5457	1174	320CGR5640	1220	320CGR5687	1266	320CGR5873
1129	320CGR5458	1175	320CGR5641	1221	320CGR5688	1267	320CGR5874
1130	320CGR5459	1176	320CGR5642	1222	320CGR5689	1268	320CGR5875
1131	320CGR5460	1177	320CGR5643	1223	320CGR5690	1269	320CGR5876
1132	320CGR5461	1178	320CGR5644	1224	320CGR5691	1270	320CGR5877
1133	320CGR5462	1179	320CGR5645	1225	320CGR5692	1271	320CGR5878
1134	320CGR5463	1180	320CGR5646	1226	320CGR5693	1272	320CGR5879
1135	320CGR5464	1181	320CGR5647	1227	320CGR5694	1273	320CGR5880
1136	320CGR5465	1182	320CGR5648	1228	320CGR5695	1274	320CGR5881
1137	320CGR5466	1183	320CGR5649	1229	320CGR5696	1275	320CGR5882
1138	320CGR5467	1184	320CGR5650	1230	320CGR5697	1276	320CGR5883
1139	320CGR5468	1185	320CGR5651	1231	320CGR5698	1277	320CGR5884
1140	320CGR5469	1186	320CGR5652	1232	320CGR5699	1278	320CGR5885
1141	320CGR5470	1187	320CGR5653	1233	320CGR5700	1279	320CGR5886
1142	320CGR5471	1188	320CGR5654	1234	320CGR5701	1280	320CGR5887
1143	320CGR5472	1189	320CGR5655	1235	320CGR5702	1281	320CGR5888
1144	320CGR5473	1190	320CGR5656	1236	320CGR5703	1282	320CGR5889
1145	320CGR5474	1191	320CGR5657	1237	320CGR5704	1283	320CGR5890
1146	320CGR5475	1192	320CGR5658	1238	320CGR5705	1284	320CGR5891
1147	320CGR5477	1193	320CGR5659	1239	320CGR5707	1285	320CGR5892
1148	320CGR5478	1194	320CGR5660	1240	320CGR5708	1286	320CGR5893
1149	320CGR5479	1195	320CGR5661	1241	320CGR5709	1287	320CGR5894
1150	320CGR5480	1196	320CGR5662	1242	320CGR5710	1288	320CGR5895

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
1289	320CGR5481	1335	320CGR5663	1381	320CGR5711	1427	320CGR5896
1290	320CGR5482	1336	320CGR5664	1382	320CGR5712	1428	320CGR5897
1291	320CGR5483	1337	320CGR5665	1383	320CGR5713	1429	320CGR5898
1292	320CGR5484	1338	320CGR5666	1384	320CGR5714	1430	320CGR5899
1293	320CGR5485	1339	320CGR5667	1385	320CGR5715	1431	320CGR5900
1294	320CGR5486	1340	320CGR5668	1386	320CGR5716	1432	320CGR5901
1295	320CGR5902	1341	320CGR6016	1387	320CGR6308	1433	320CGR6710
1296	320CGR5903	1342	320CGR6017	1388	320CGR6309	1434	320CGR6711
1297	320CGR5904	1343	320CGR6018	1389	320CGR6310	1435	320CGR6712
1298	320CGR5905	1344	320CGR6019	1390	320CGR6311	1436	320CGR6713
1299	320CGR5906	1345	320CGR6020	1391	320CGR6312	1437	320CGR6714
1300	320CGR5907	1346	320CGR6021	1392	320CGR6313	1438	320CGR6715
1301	320CGR5908	1347	320CGR6022	1393	320CGR6314	1439	320CGR6716
1302	320CGR5909	1348	320CGR6023	1394	320CGR6315	1440	320CGR6717
1303	320CGR5910	1349	320CGR6024	1395	320CGR6316	1441	320CGR6718
1304	320CGR5911	1350	320CGR6025	1396	320CGR6317	1442	320CGR6719
1305	320CGR5912	1351	320CGR6026	1397	320CGR6318	1443	320CGR6720
1306	320CGR5914	1352	320CGR6027	1398	320CGR6319	1444	320CGR6721
1307	320CGR5915	1353	320CGR6028	1399	320GPC6320	1445	320CGR6722
1308	320CGR5916	1354	320CGR6029	1400	320CGR6321	1446	320CPG6723
1309	320CGR5917	1355	320CGR6030	1401	320CGR6322	1447	320CGR6724
1310	320CGR5918	1356	320CGR6031	1402	320CGR6323	1448	320CGR6725
1311	320CGR5985	1357	320CGR6032	1403	320CGR6324	1449	320CGR6726
1312	320CGR5986	1358	320CGR6033	1404	320CGR6325	1450	320CGR6727
1313	320CGR5987	1359	320CGR6034	1405	320CGR6326	1451	320CGR6728
1314	320CGR5988	1360	320CGR6280	1406	320CGR6327	1452	320CGR6729
1315	320CGR5989	1361	320CGR6281	1407	320CGR6328	1453	320CGR6730
1316	320CGR5990	1362	320CGP6282	1408	320CGR6329	1454	320CGR6731
1317	320CGR5991	1363	320CGR6283	1409	320CGR6685	1455	320CGR6732
1318	320CGR5992	1364	320CGR6284	1410	320CGR6686	1456	320CGR6733
1319	320CGR5993	1365	320CGR6285	1411	320CGR6687	1457	320CGR6734
1320	320CGR5994	1366	320CGR6286	1412	320CGR6688	1458	320CGR7801
1321	320CGR5995	1367	320CGR6287	1413	320CGR6689	1459	320CGR7802
1322	320CGR5996	1368	320CGR6288	1414	320CGR6690	1460	320CGR7803
1323	320CGR5997	1369	320CGR6289	1415	320CGR6691	1461	320CGR7804
1324	320CGR5998	1370	320CGR6290	1416	320CGR6692	1462	320CGR7805
1325	320CGR5999	1371	320CGR6291	1417	320CGR6693	1463	320CGR7806
1326	320CGR6000	1372	320CGR6292	1418	320CGR6694	1464	320CGR7807
1327	320CGR6001	1373	320CGR6293	1419	320CGR6695	1465	320CGR7808
1328	320CGR6002	1374	320CGR6294	1420	320CGR6696	1466	320CGR7809
1329	320CGR6003	1375	320CGR6295	1421	320CGR6697	1467	320CGR7810
1330	320CGR6004	1376	320CGR6296	1422	320CGR6698	1468	320CGR7811
1331	320CGR6005	1377	320CGR6297	1423	320CGR6699	1469	320CGR7812
1332	320CGR6006	1378	320CGR6298	1424	320CGR6700	1470	320CGR7813
1333	320CGR6007	1379	320CGR6299	1425	320CGR6701	1471	320CGR7814
1334	320CGR6008	1380	320CGR6300	1426	320CGR6702	1472	320CGR7815

No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #	No.	UHF Serial #
1473	320CGR6009	1519	320CGR6301	1565	320CGR6703	1611	320CGR7816
1474	320CGR6010	1520	320CGR6302	1566	320CGR6704	1612	320CGR7817
1475	320CGR6011	1521	320CGR6303	1567	320CGR6705	1613	320CGR7818
1476	320CGR6012	1522	320CGR6304	1568	320CGR6706	1614	320CGR7819
1477	320CGR6013	1523	320CGR6305	1569	320CGR6707	1615	320CGR7820
1478	320CGR6014	1524	320CGR6306	1570	320CGR6708	1616	320CGR7821
1479	320CGR6015	1525	320CGR6307	1571	320CGR6709	1617	320CGR7822
1480	320CGR7823	1526	320CKM0969	1572	320CKM1016	1618	320CGF7261
1481	320CGR7824	1527	320CKM0970	1573	320CKM1017	1619	320CJD0325
1482	320CGR7825	1528	320CKM0971	1574	320CKM1043	1620	320CJD2069
1483	320CGR7826	1529	320CKM0972	1575	320CKM1044	1621	320CJR2535
1484	320CGR7827	1530	320CKM0973	1576	320CKM1045	1622	320CJV1028
1485	320CGR7828	1531	320CKM0974	1577	320CKM1046	1623	320CHX6068
1486	320CGR7829	1532	320CKM0975	1578	320CKM1047	1624	320CKK0569
1487	320CGR7830	1533	320CKM0976	1579	320CKM1048	1625	320CKM0968
1488	320CGR7831	1534	320CKM0977	1580	320CKM1049	1626	320CKM1008
1489	320CGR7832	1535	320CKM0978	1581	320CKM1050	1627	320CKM1009
1490	320CGR7833	1536	320CKM0979	1582	320CKM1051	1628	320CKM1010
1491	320CGR7834	1537	320CKM0980	1583	320CKM1052	1629	320CKM1011
1492	320CGR7835	1538	320CKM0981	1584	320CKM1053	1630	320CKM1012
1493	320CGR7836	1539	320CKM0982	1585	320CKD1220	1631	320CKM1013
1494	320CGR7837	1540	320CKM0983	1586	320CKF2364	1632	320CKM1014
1495	320CGR7838	1541	320CKM0984	1587	320CKF3510	1633	320CKM1015
1496	320CGR7839	1542	320CKM0985	1588	320CKF3511	1634	320CPH0152
1497	320CGR7840	1543	320CKM0986	1589	320CJM6162	1635	320CPH0150
1498	320CGR7841	1544	320CKM0987	1590	320CJM6159	1636	320CPH0141
1499	320CGR7842	1545	320CKM0988	1591	320CJM6165	1637	320CPH0154
1500	320CGR7843	1546	320CKM0989	1592	320CJM6160	1638	320CPH0157
1501	320CGR7844	1547	320CKM0990	1593	320CJM6156	1639	320CPM0351
1502	320CGR7845	1548	320CKM0991	1594	320CJM6158	1640	320CPX0381
1503	320CGR7846	1549	320CKM0992	1595	320CMD1754		
1504	320CGR7847	1550	320CKM0993	1596	320CMF0282		
1505	320CGR7848	1551	320CKM0994	1597	320CNK0473		
1506	320CGR7849	1552	320CKM0995	1598	320CPH0151		
1507	320CGR7850	1553	320CKM0996	1599	320CPH0144		
1508	320CGTG098	1554	320CKM0997	1600	320CPH0153		
1509	320CGTG099	1555	320CKM0998	1601	320CPH0155		
1510	320CGTG100	1556	320CKM0999	1602	320CPH0149		
1511	320CGTG101	1557	320CKM1000	1603	320CPH0143		
1512	320CGTG102	1558	320CKM1001	1604	320CPH0147		
1513	320CGTG103	1559	320CKM1002	1605	320CPH0158		
1514	320CGTG104	1560	320CKM1003	1606	320CPH0148		
1515	320CGTG105	1561	320CKM1004	1607	320CPH0156		
1516	320CGTG106	1562	320CKM1005	1608	320CPH0146		
1517	320CGTG107	1563	320CKM1006	1609	320CPH0142		
1518	320CFX0141	1564	320CKM1007	1610	320CPH0145		

DISTRICT'S DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of District Representative_____
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative_____
Date

DISTRICT EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative_____
Date

DISTRICT ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

District Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-paragraph 1.2.1.1 Routine Repair Radio Services at No Additional Cost	Contractor shall provide repair/replacement radio parts within 7-10 business days upon receiving the order request	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 1.2.2 Incidental Radio Repair Services	Contractor shall provide repair/replacement radio parts within 7-10 working days upon receiving the order request	Inspection & Observation	\$50 per occurrence
SOW: Sub-paragraph 1.2.2.1 Damaged or Salvage Radio	Contractor shall provide return damaged radio for salvage within 7-10 working days upon receiving the request	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 1.3.1 Radio Shipment Process	The Motorola On Line (MOL) system is available from Monday through Friday, 6 A.M. through 6 P.M.	Inspection & Observation	\$50 per occurrence
SOW: Sub-paragraph 1.5.4 Radio Repair Services	There shall be a packing list associated with the radio/s returned to the District for radio tracking purpose.	Inspection & Observation	\$50 per occurrence
SOW: Sub-paragraph 1.8.1 Reports	Motorola shall provide Quarterly Expenditure Report for expenditure tracking purpose. The Radio Coordinator shall be notified in written and/or by email within 7-10 business days once the expenditure has reached 75% of the maximum funding limit for that contract year. The expenditure shall not be more than the set funding limit in each contract year.	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 1.8.2 Reports	Motorola shall provide Quarterly Expenditure Report and Year-End Summary reports	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 3.0 Quality Control	Motorola shall establish and utilize a comprehensive Quality Control Plan to assure the District a consistently high level of service throughout the term of the Contract.	Inspection & Observation	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-paragraph 6.3.1 Motorola Project Manager	Motorola shall provide a full-time Project Manager or designated alternate	Inspection & Observation	\$100 per occurrence
SOW: Sub-paragraph 6.4 - Subcontracting	Contractor shall obtain District's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the District in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence

REQUIRED FORMS - EXHIBIT 9
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

PRICING SHEET FOR
RADIO REPAIR SERVICES

MOTOROLA SOLUTIONS, INC.

ROUTINE RADIO REPAIR SERVICES



QUANTITY	MODEL	SERVICE	UNIT	MONTHLY* UNIT PRICE	YEARLY RATE
4098	XTS5000"R "- VHF/UHF	Inspect, Test, Repair, Replace Parts, and Program to Manufacturer Specifications	Each	\$16,432.98	\$197,195.76

*Inspection, Testing, Repair, Programming, and Replacement of Parts are inclusive in Monthly Unit Rate.

INCIDENTAL RADIO REPAIR SERVICES

MODEL	SERVICE	RATE	TYPE OF LABOR RATE (Hourly or Flat Rate)	PRICE FOR EACH PART (could use Part Fee Schedule as Attachment)
XTS5000"R "- VHF/UHF	Replace and Repair Parts	Sect. 5.5.7	Flat Rate	Sect. 5.5.7

Prices shall remain in effect throughout the term of the contract unless otherwise amended by the District.

 AUTHORIZED MOTOROLA REPRESENTATIVE SIGNATURE	 TITLE	<u>8/9/16</u> DATE
<u>WAYNE WAHLGREN</u> AUTHORIZED MOTOROLA REPRESENTATIVE NAME	<u>760-525-8381</u> PHONE	



Flat Rate Pricing — Two Way Subscriber Equipment Radio Support Center (Domestic U.S. Only)

TIER	TWO WAY PORTABLE AND MOBILE ² PRODUCTS	RETAIL PRICE ¹
1	AXU4100, AXV5100, BC130, BPR40, CLP1010, CLP1040, CLP1060, CLS1110, CLS1410, CP100, CP110, DTR410, DTR550, DTR610, DTR650, PRO, PRO+, RDM2020, RDM2080, RDU2020, RDV2020, RDU2080d, RDV2080d, RDU4100, RDV5100, RDU4160d, RMU2040, RMU2080, RMU2080d, RMM2050, RMV2080, RPU2160, RW10, VL130, VL50, XTN SERIES (XU1100, XU2100, XU2600, XV1100, XV2100, XV2600)	\$116
2	BC120, CM200, CM300, CP125, CP150, CP185, CP200, EM200, EP400, EP450, PM400, PR400, PRO2150, SPIRIT HP	\$193
3	CDM750, CDM1250, CDM1250 LS+, CDM1550, CDM1550 LS, CDM1550 LS+, CONTROL HEADS ³ , EX500, EX560, EX600 XLS, HT750, HT1250, HT1250 LS, HT1250 LS+, HT1550, HT1550 XLS, MTX8250, MTX850, MTX850 LS, MTX950, MTX9250, MULTI-UNIT CHARGERS (CURRENTLY SUPPORTED FLAT RATE MODELS), PR860, SL7550, XPR3300, XPR3500, XPR4300, XPR4350, XPR4380, XPR4500, XPR4550, XPR4580, XPR5350, XPR5550, XPR6100, XPR6300, XPR6350, XPR6380, XPR6500, XPR6550, XPR6580, XPR7350, XPR7550	\$284
4	MCS2000 900 MHZ, MT1500, MTS2000 900 MHZ, PR1500, R765, XTS1500, XTS2500, XTS4000, XTS5000, APX3000, APX4000, APX6000	\$393
5	APX7000, APX7000XE	\$452
6	ASTRO SPECTRA MOTORCYCLE, CDR500, CDR700, GR1225, GR500, PM1200, PM1500, R1225, VRS750, XPR8300, XPR8380, XPR8400, XTL1500, XTL2500, XTL5000, XTL5000 CONSOLETTTE, APX4500, APX6500	\$465
6a	XPR8300 AAM27QPR9JA7AN (403-470MHZ 25-40W) & AAM27TRR9JA7AN (450-512MHZ 1-40W)	\$1420
7	APX7500, APX7500 CONSOLETTTE	\$535
8	XTL2500 WITH DUAL CONTROL HEAD, XTL5000 WITH DUAL CONTROL HEAD	\$615
25	ENGRAVING ⁴	1-5 UNITS \$43 6-25 UNITS \$36 26-100 UNITS \$29 101+ UNITS \$22
40	PREVENTATIVE MAINTENANCE, NON-RUGGEDIZED/NON-INTRINSICALLY SAFE (FM) (Portable Radios Only)	\$64
40a	PREVENTATIVE MAINTENANCE, RUGGEDIZED/INTRINSICALLY SAFE (FM) (Portable Radios Only)	\$109

FOR A COMPLETE LISTING OF CANCELLED PRODUCTS, VISIT MOTOROLA ONLINE AT WWW.MOTOROLA.COM/BUSINESSONLINE IN THE RESOURCE CENTER

Updated on Dec - 2014

¹ 40 fee applies for estimates and non-repairable equipment.

² Mobile unit pricing includes standard control head.

³ Applies to control heads sent in separately from the mobile unit.

⁴ Engraving terms and conditions apply. Flat rate pricing is applicable to alphanumeric characters only. Custom logos or imprints will require a special quote.

- Service for mobiles converted to control station operation does not include accessory and ancillary items.
- Terms and conditions apply.
- Pricing subject to change without notice.
- For questions, call 1-800-227-6772.
- Motorola U.S. Federal Government customers should contact the Motorola Federal Technical Center for service at 1-800-969-6680.

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REQUIRED FORMS - EXHIBIT 5
PROPOSER'S EEO CERTIFICATION

Motorola Solutions, Inc.

Company Name

725 South Figueroa Street, Suite 1855 Los Angeles CA 90017

Address

36-1115800

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Signature

Date

WAYNE WAHLGREN **TELECOMM SERVICES DIRECTOR**

Name and Title of Signer (please print)

MARK W. ANTHONY

Approved MWA

DISTRICT'S ADMINISTRATION

CONTRACT NO. _____

DISTRICT'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

DISTRICT'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

DISTRICT'S CONTRACT PROJECT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

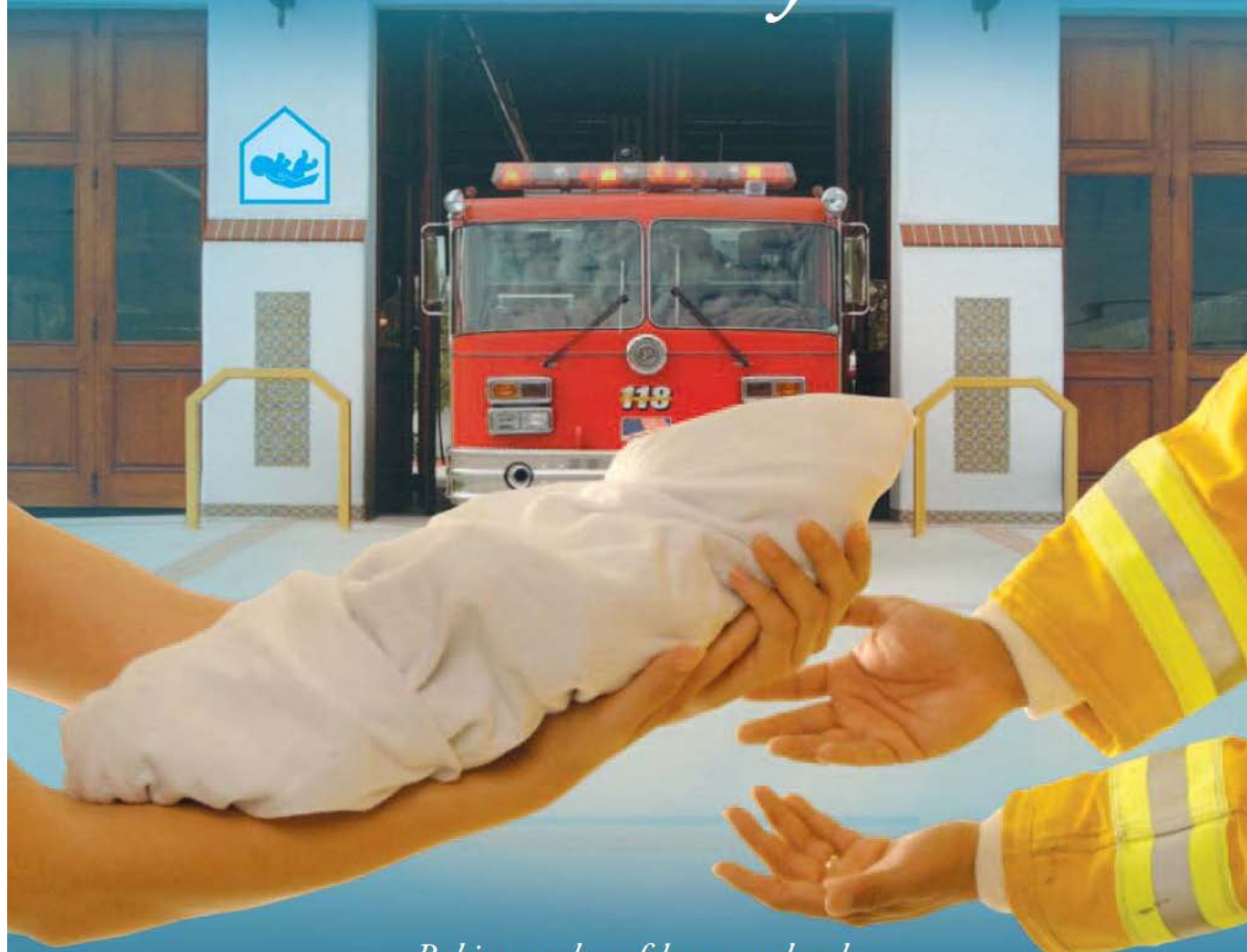
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

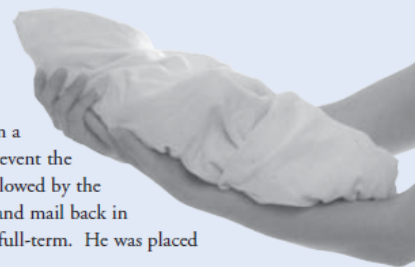
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

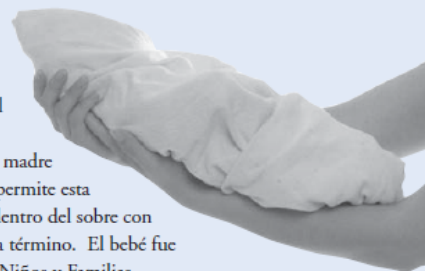
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

July 05, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 July 5, 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

**AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER FOR
RADIO MAINTENANCE SERVICE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to authorize the Director of Internal Services Department (ISD), as the County's Purchasing Agent, to issue a sole source purchase order to Motorola Solutions, Inc. (Motorola) for continued radio maintenance service for the District's XTS 5000R portable radios on a month-to-month basis not to exceed one year.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Director of the ISD, as the County's Purchasing Agent, to issue a sole source purchase order to Motorola for continued radio maintenance service on a month-to-month basis not to exceed one year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will provide for the issuance of a sole source purchase order agreement with Motorola to maintain a secure continuum of radio maintenance service for the 4,000 plus XTS 5000R portable radios utilized by the District's firefighting personnel. The District relies on XTS 5000R portable radios for most of its communication with first responders and will continue utilizing these radios until new radios are purchased, which is anticipated to be by Fiscal Year (FY) 2019-20. The radio maintenance service must be continued to ensure the radios are operable, functional, and meet the District's safety equipment operational requirements.

The Honorable Board of Supervisors
7/5/2016
Page 2

On May 19, 2015, your Board approved the District's initial request for a sole source purchase order (Enclosure). The initial Board letter contained the Sole Source Checklist based on Motorola's propriety right to its Firmware. The District, with the assistance of CEO Risk Management and County Counsel, are continuing to negotiate for a sole source service contract with Motorola.

Due to negotiation challenges, the District requests a month-to-month purchase order not to exceed \$198,254.40 for one year in order to maintain radio maintenance service during a potentially busy fire season. It is imperative that the recommended action is approved to ensure radio services are uninterrupted. The District anticipates the new service contract to start in the next 12 months.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan, Goal 3, Integrated Services Delivery, by ensuring that all Motorola XTS 5000R radios are secure and fully operable to safeguard the firefighter personnel by assisting them in performing their duties in a reliable and secure manner; and by increasing the safety and security of all residents in Los Angeles County through the comprehensive integration of public safety communication systems in a cost-effective manner.

FISCAL IMPACT/FINANCING

The District's FY 2016-17 Adopted Budget includes sufficient funding for the purchase. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The associated cost of acquisition of the radio maintenance services exceeds the statutory authority of the County's Purchasing Agent; therefore, Board approval is required to proceed.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the California Environment Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA guidelines. The activities of this service will not have a significant effect on the environment.

CONTRACTING PROCESS

The acquisition of maintenance services is only available through Motorola. This acquisition will be processed as a sole source in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

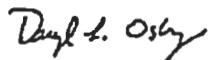
Approval of this action will ensure that District's XTS 5000R portable radios are fully operable and in adherence to the District's operational requirements. This service will ensure that any upgrades required to standardize the communication platform will be available. Without this service, the ability of District firefighters to perform their day-to-day duties and the ability of fire dispatchers to assist firefighters during critical incidents will be severely impacted. A delay in providing radio maintenance could result in higher risk exposure to personnel and increased workers' compensations costs, in addition to a decrease in the quality of service provided to the constituents of Los Angeles County.

The Honorable Board of Supervisors
7/5/2016
Page 3

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Office to return the adopted stamped copy of the letter and attachments to the District's Contract Administrator, at (323) 838-2275 when the documents become available.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:mav

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Internal Services Department



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 19, 2015

53

June 2, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER FOR
RADIO MAINTENANCE SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to issue a sole source purchase order to Motorola Solutions, Inc. (Motorola) for continued radio maintenance services for the District's XTS 5000R portable radios.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

Authorize the Director of the ISD, as the County's Purchasing Agent, to issue a sole source purchase order to Motorola for continued radio maintenance services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will provide for the issuance of a sole source purchase order contract with Motorola to maintain a secure continuum of radio maintenance services for the 4,000 plus XTS 5000R portable radios utilized by the District's firefighter personnel. The District relies on XTS 5000R portable radios for most of its communication with first responders and will continue utilizing these radios until new radios are purchased, which are anticipated to be purchased by Fiscal Year (FY) 2019-20. The radio maintenance services must be continued to ensure the radios are operable, functional, and meet the District's operational requirements.

The Honorable Board of Supervisors
5/19/2015
Page 2

The District's proceeded with negotiations for a sole source service contract with Motorola as requested in the District's December 1, 2014, Board memo (Attachment B); however, negotiations are still on-going. The new service contract is anticipated to start no later than September 2015. However, due to negotiation challenges, the District will be setting up a one-year purchase order not to exceed \$200,000 in order to continue radio maintenance services during a potentially busy fire season. It is imperative that the recommended action is approved to bridge the gap between purchase order agreement period and the new service contract period to ensure radio services are uninterrupted.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan, Goal 3, Integrated Services Delivery, by ensuring that all Motorola XTS 5000R radios are secure and fully operable to safeguard the firefighter personnel; by assisting them in performing their duties in a reliable and secure manner; and, by increasing the safety and security of all residents in Los Angeles County through the comprehensive integration of public safety communication systems in a cost-effective manner.

FISCAL IMPACT/FINANCING

The District's FY 2014-15 Final Adopted and FY 2015-16 Recommended Budgets include sufficient funding for this purchase. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The associated cost for acquisition of the radio maintenance services exceeds the statutory authority of the County's Purchasing Agent; therefore, Board approval is required to proceed.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the California Environment Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA guidelines. The activities of this service will not have a significant effect on the environment.

CONTRACTING PROCESS

On August 22, 2014, the Chief Executive Office approved the District's sole source request (Attachment A) based on Motorola's propriety rights to its Firmware, the short learning curve to establish District specifications for radios that need to be re-programmed, and the administrative cost savings benefits.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure that District's XTS 5000R portable radios are fully operable and in adherence to the District's specifications. This service will ensure that any upgrades required to standardize the communication platform will be available. Without this service, the ability of District firefighters to perform their day-to-day duties and the ability of fire dispatchers to assist firefighters during critical incidents will be severely impacted. A delay in providing radio maintenance could

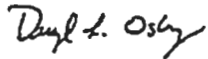
The Honorable Board of Supervisors
5/19/2015
Page 3

result in higher risk exposure to personnel injuries and increased workers' compensations costs, in addition to a decrease in the quality of service provided to the constituents of Los Angeles County.

CONCLUSION

Upon Board approval, please return a copy of the adopted letter to the Department's Special Services Bureau, Deputy Fire Chief Angel Montoya, at Angel.Montoya@fire.lacounty.gov.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

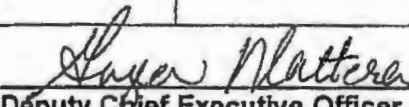
DLO:mw

Enclosures

c: Interim Chief Executive Officer
Acting Executive Officer, Board of Supervisors
County Counsel
Internal Services Department

Attachment A

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available. Proprietary letter from the vendor on the vendor's letterhead is attached.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc. It is in the best interest of the County and for public safety to continue receiving repair services for XTS 5000R water-proof radios from the current vendor Motorola as it is cost effective, while ensuring the radios meet manufacturer, industry, and FCC standards, and District's requirements.
	➤ Other reason. Please explain:
 Deputy Chief Executive Officer, CEO	8/22/17 Date



Motorola Solutions, Inc.
6450 Sequoia Drive
San Diego, CA 92121
August 11, 2014

Los Angeles County Fire Dept Materials Management
5801 South Eastern Ave, Commerce, CA 90040
Attn: Poojivati Alkarga

RE: Sole Source Letter

In 2006, the Los Angeles County Fire Department (LACoFD), known as the Consolidated Fire Protection District of Los Angeles County (District), purchased 3,850 Motorola XTS 5000R water-proof portable handheld radios through the Internal Services Department's purchasing order. This purchase included a two-year warranty at no cost to the District, and an additional five-year service agreement. Throughout this seven year period, additional radios were purchased and added to the warranty and service agreement for a new inventory total of 4,150. This service agreement is to repair radios to meet manufacture specifications including Factory Mutual (FM) and/or Mine Hazard Safety Association (MHSA).

Under industry and Federal Communications Commission guidelines for standardization, licensing and certification, all radio repair services must adhere to its applicable guidelines. The Motorola XTS 5000R (water-proof radios) Service Agreement mandates that repair services are rendered by FM certified technicians. Certifications are issued by Factory Mutual (FM), which is a third-party entity that issues the FM Certification. Of the three authorized Motorola repair facilities (Local Authorized Dealers, Local Service Providers, and the Motorola Factory Direct Repair Depots) only the Motorola Factory Direct Repair Depots are FM Certified. While Motorola's competitors are eligible to obtain FM Certification, their repair service would be prohibitive because of the Proprietary Firmware in the Motorola radios. Only Motorola Factory Direct Repair Depots have the FM certification and access to the Proprietary Firmware. Any repair submitted to our service competitors are then shipped to Motorola for repair as they do not have access to this Firmware.

The additional services that come with the Motorola warranty support agreements when they are purchased from a Factory Direct Representative are as follows:

- Fleet Maintenance service, support and coordination from a Motorola Customer Support Manager (CSM) located in the Los Angeles area. The CSM will be the interface between LACoFD and Motorola for any service delivery issues, administrative issues and will track assist LACoFD with their inventory for contract renewals proposes
- Technical service, support and coordination from an authorized Motorola Service Partner located in Los Angeles area. Local field assistance with Service Release Notes (SRN) – Bulletins from the Motorola Product Group on solutions to issues that are systemic in a radio (with guidance from Motorola).
- Engineering and technical service, support and coordination from a Motorola System Technologist (ST) located in the Los Angeles region. Additional layer of Local field assistance with Service Release Notes (SRN) – Bulletins from the Motorola Product Group on solutions to issues that are systemic in a radio. In the event that local support on the XTS5000R radios is needed by LACoFD, Motorola's Field STs will provide additional guidance on solutions to LACoFD

These local factory trained and certified specialists are only available to LACoFD when the warranty support agreement is purchased directly from a Motorola Solutions, Inc Representative

If you have any questions, please do not hesitate to contact me at (909) 468-7904.

Sincerely,

Gil Smith
Customer Support Manager
Motorola Solutions, Inc.



Motorola Solutions, Inc.
6450 Sanguine Drive
San Diego, CA 92121

March 17, 2015

Los Angeles County Fire Dept Materials Management
5801 South Eastern Ave Commerce CA 90040
Attn: Pudjiwati Aliwarga

RE: Sole Source Letter

Los Angeles County Fire Department's (LACoFD) fleet of Motorola XTS5000 portable handheld radios were purchased with a 7 Year Warranty. The 7 year warranty expired on March 31, 2014. The previous 6 month warranty extension expired on December 31, 2014. Motorola Solutions is offering LACoFD a 6 month warranty extension effective April 1, 2015 to September 30, 2015. This extension is being offered while the County processes a one (1) year warranty support agreement (with optional years upon request). This warranty support agreement carries the same coverage as the original warranty. This warranty support agreement will assure that your radios will be repaired to factory specifications.

Because of the Proprietary Firmware in the Motorola Radios, only authorized repair facilities (Motorola Dealers, Service Providers and Motorola Factory Direct Repair Depots) are able to provide service under Motorola Warranty and Motorola Support Agreements. Motorola's Local Authorized Dealers and Service Providers are not Factory Mutual Certified (FM) to work on LACoFD's XTS5000 Water Proof radios. The cost of this certification and the annual renewal process has made this option to service these radios cost and resource prohibitive for our Motorola's Local Dealers and Authorized Local Service Providers. FM Certification is done by a third party company. Competitor Service Companies can be FM Certified, but since they are not Authorized Motorola Dealers and/or Motorola Service Providers, they are not authorized to repair the Motorola XTS5000 Water Proof radios. If any Competitor repairs or attempts to repair these Motorola XTS5000 Water Proof radios, any and all Motorola warranties and support agreements on these radios would be voided.

The additional services that come with the Motorola warranty support agreements when they are purchased from a Factory Direct Representative are as follows.

- Fleet Maintenance service, support and coordination from a Motorola Customer Support Manager located in the Los Angeles area.
- Technical service, support and coordination from an authorized Motorola Service Partner located in Los Angeles area.
- Engineering and technical service, support and coordination from a Motorola System Technologist located in the Los Angeles region.

These local factory trained and certified specialists are only available to LACoFD when the warranty support agreement is purchased directly from a Motorola Solutions, Inc Representative.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Gil Smith'.

Gil Smith
Customer Support Manager
Motorola Solutions, Inc

(909) 486-7904 - Office
(909) 772-8442 - Cell
(909) 945-5509 - Fax



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

December 1, 2014

TO: EACH SUPERVISOR

FROM: DARYL L. OSBY, FIRE CHIEF *DLO*

REQUEST TO PROCEED WITH NEGOTIATIONS FOR A SOLE SOURCE CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR RADIO REPAIR SERVICES

This memo provides advance notification to your Honorable Board that the Consolidated Fire Protection District of Los Angeles County (District) intends to enter into negotiations for a sole source contract with Motorola Solutions, Inc. (Motorola) for radio repair services of over 4,000 XTS 5000R radios.

Currently, the radio repair services are obtained through purchase orders. The anticipated cost for these services are expected to exceed the \$100,000 Purchase Order limit and can no longer be procured through the Purchase Order process per Government Code 25502.5, therefore the District is required to pursue these services through a contract.

The Chief Executive Office approved moving forward with the sole source negotiation process based upon Motorola's proprietary rights to its Firmware and the cost-effectiveness of the proposed contract. The proposed contract shall be for a period of three (3) years, and contain a sole and exclusive option for the District to extend the contract term for three (3) one-year periods and an additional twelve (12) month-to-month periods, for a maximum contract term of seven (7) years, if all options are exercised.

Motorola no longer manufactures the XTS 5000R radios and will no longer provide the repair services after the end of the maximum contract term. The District anticipates the purchasing of new radios will be completed prior to the end of the maximum contract term; therefore, a seven (7) year maximum contract term is being negotiated to save on the administrative costs of renegotiating.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMead
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Each Supervisor
December 1, 2014
Page 2

Per the requirements for sole source contracts of \$250,000 or greater, the District will proceed with negotiating the contract within two (2) weeks unless otherwise instructed by your Board.

If you have any questions, contact me at (323) 881-6180, or your staff may contact Acting Deputy Chief Theresa R. Barrera at (323) 881-2426.

DLO:mw

c: Brence Culp
Georgia Mattera
Each Board Deputy

EXCEPTIONS

1.	<p>Terms of Contract:</p> <ul style="list-style-type: none"> - Provision modified to clarify service from January 1, 2019 through December 31, 2019, shall be with Commercially Reasonable Effort (subject to parts availability). <ul style="list-style-type: none"> o <i>Come January 1, 2019, Motorola can't guarantee parts will be available to repair the radios, at this time the radios will be removed from inventory and the Contract Sum will be adjusted accordingly.</i> - Provision modified to reduce the Contractor's notification to the District from 6 to 4 months of contract expiration. <ul style="list-style-type: none"> o <i>Although Motorola is not notifying the District 6 months in advance, Motorola must comply with notifying the District of the contract expiration.</i>
2.	<p>Contract Sum:</p> <ul style="list-style-type: none"> - Provision modified, Contractor is not required to receive the District's prior written approval as it relates to a change in Contractor's takeover by merger, buyout, etc. <ul style="list-style-type: none"> o <i>Due to the Proprietary Firmware in the Motorola Radios, the District is currently obligated to receive radio repair service from Motorola and/or any company taking over Motorola's contractual responsibilities.</i> - Provision modified to omit Contractor's responsibility to notify the District when the contract has incurred 75 percent of the total contract. <ul style="list-style-type: none"> o <i>The District accepts Motorola's request due to the District utilizing the eCAPS and their own Contract Balance Sheet tracking tool to keep track of all contracts on a monthly basis.</i>
3.	<p>Invoices and Payments:</p> <ul style="list-style-type: none"> - Provision modified Contractor will be paid monthly in advance for Routine Radio Repair Services (\$16,432.98). <ul style="list-style-type: none"> o <i>The District was able to negotiate from advance annual payment to advance monthly payment. Motorola shall submit the invoice to the District by the 15th calendar day of the first month. All undisputed invoices shall be paid within 30 days from the receipt date to the District's Financial Management Division, but in no event later than 60 days from the invoice date.</i>
4.	<p>Confidentiality:</p> <ul style="list-style-type: none"> - Provision modified to clarify that "each party" shall maintain confidentiality of all Confidential Information. Contractor provided their definition of "Confidential Information" as <i>(i) any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated,</i>

	<p><i>or identified at the time of disclosure as being confidential or its equivalent; (ii) or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure; or (iii) information that is of a nature that a person would reasonably conclude it should be treated as confidential.</i></p> <ul style="list-style-type: none"> ○ <i>Motorola is requesting for each party (Motorola and the District) to maintain confidentiality.</i> <p>- Provision modified to make the District aware that this agreement does not grant any ownership right or license under any Motorola patent, copyright, trade secret, etc.</p> <ul style="list-style-type: none"> ○ <i>The District agrees this Agreement does not grant directly or by implication any ownership right or license under any Motorola patent, copyright, trade secret, etc.</i>
5.	<p>Amendments:</p> <ul style="list-style-type: none"> - Provision modified to clarify amendment(s) is not binding unless and until they are reflected in a mutually executed Amendment to the Contract. <ul style="list-style-type: none"> ○ <i>District shall ensure all amendments are signed by the corresponding parties.</i>
6.	<p>Assignment and Delegation:</p> <ul style="list-style-type: none"> - Provision modified allowing Contractor to assign this Agreement to any of its affiliates or its right to receive payment without prior consent of the District. Contractor is not required to receive prior written consent from the District in the event the Contractor separates one or more of its businesses; in the event of any such sale, transfer, exchange, etc. <ul style="list-style-type: none"> ○ <i>Contractor may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of the District. However, the District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.</i>
7.	<p>Authorization Warranty:</p> <ul style="list-style-type: none"> - Provision modified to replace “contractor” with “each party” represents and warrants to the other party that the person executing this Contract for the party is an authorized signatory who has actual authority to bind the party to each and every term, condition, and obligation of this contract and that all requirements of the party have been fulfilled to provide such actual authority.
8.	<p>Complaints:</p> <ul style="list-style-type: none"> - The contractor is not willing to provide complaint procedure details. <ul style="list-style-type: none"> ○ Motorola is required to develop, maintain and operate procedures for receiving, investigating and responding to complaints.

9.	<p>Compliance with Applicable Law:</p> <ul style="list-style-type: none"> - Provision modified to clarify that “each party” shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Provision modified to omit “each party” shall comply with “directives, guidelines, policies and procedures”. - Provision modified to ensure the District is solely responsible for complying with the Federal Communication Commission (FCC). <ul style="list-style-type: none"> o <i>The District is responsible for their own FCC Frequency licensing, as well as informing Motorola which frequency to use on the radios.</i> - Provision modified to clarify “each party” shall indemnify, defend, and hold harmless “the other party”, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expensed, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by “indemnifying party”, etc. Provision modified to remove “directives, guidelines, policies, or procedures, as determined by District in its sole judgement”. <ul style="list-style-type: none"> o Motorola is clarifying each party shall not hold the other party liable for their own actions. - Provision modified to remove “except in the event Contractor fails to provide District with a full and adequate defense, as determined by District shall be entitled to retain its own counsel, including, without limitations, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so”. <ul style="list-style-type: none"> o <i>Vendor does not want to incur expenses from the District if and when the District is required to utilize legal defense including County Counsel.</i>
10.	<p>Consideration of Hiring County Employees Targeted for Layoff or Re-employment List:</p> <ul style="list-style-type: none"> - Provision modified to ensure the District acknowledges the work will not be performed within the County’s boundaries. <ul style="list-style-type: none"> o <i>The radios will be shipped to El Paso, Texas, for repair.</i>
11.	<p>Damage to District Facilities, Building or Grounds:</p> <ul style="list-style-type: none"> - Provision modified to include “negligence of” Contractor or employees as it relates to repair if District property was damaged by Contractor.
12.	<p>Force Majeure:</p> <ul style="list-style-type: none"> - Provision modified to remove “totally”; Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract,in every such case the failure to perform must be “totally”

	beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as “force majeure events”).
13. Independent Contractor Status:	<ul style="list-style-type: none"> - Provision modified to include “Contractor’s” as it relates to all persons performing work pursuant to this Contract. <ul style="list-style-type: none"> o <i>The Contractor would like to add “Contractor’s” to ensure all persons performing “Contractor’s” work pursuant to this contract are entitled to all compensation and benefits; and, for purposes of Workers’ Compensation liability, solely employees of the Contractor and not of the District.</i> - Provision modified to include “or causing to be furnished”; <i>Contractor shall be solely liable and responsible for furnishing “or causing to be furnished” any and all Workers’ Compensation benefits to any person, as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.</i>
14. Indemnification:	<ul style="list-style-type: none"> - Provision modified as follow: The Contractor shall indemnify, defend and hold harmless the County, the District, and their elected and appointed officers, employees, and Agents (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including <i>reasonable</i> attorney and expert witness fees), arising from and <i>to the extent caused by the negligence or willful misconduct of Contractor or its officers, employees or agents in the performance of Contractor’s duties under this Contract. Contractor is not responsible for the negligence or willful misconduct of the County Indemnitees.</i> <ul style="list-style-type: none"> o Language omitted from provision, “Special” (Special District) and “volunteers”, as to who the Contractor shall indemnify. o Language added to provision, “reasonable” as it relates to attorney and expert witness fees. o Language omitted from provision, “and/or relating to this Contract, except for such loss or damage arising from the sole”, and replaced with, “to the extent caused by the negligence or willful misconduct of Contractor or its officers, employees or agents in the performance of Contractor’s duties under this Contract.
15. <u>General Provisions for All Insurance Coverage</u>	
Evidence of Coverage and Notice to District:	<ul style="list-style-type: none"> - Provision modified, Contractor to provide the standard ACORD form Certificate(s) of insurance coverage to the District promptly after execution of this Contract. As oppose to “prior to commencing services under this Contract”.

	<ul style="list-style-type: none"> - Provision modified, Contractor shall provide renewal Certificate to District prior to Contractor's policy expiration dates. As oppose to "not less than ten (10) days prior to contractor's policy expiration dates. - Provision modified to omit "the District reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time". - Provision modified to omit Certificate shall be signed by an authorized representative of the insurer. - Provision modified to omit Certificates shall provide its National Association of Insurance Commissioners identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any District required endorsement forms. - Provision modified to clarify the contractor shall "use reasonable efforts to" promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and would likely result in the filing of a claim or lawsuit against Contractor and/or District.
16.	<p>Additional Insured Status and Scope of Coverage:</p> <ul style="list-style-type: none"> - Provision modified to include "the Consolidated Fire Protection District of Los Angeles County" and remove "Special Districts and Volunteers" from being listed as additional insured. Clarify and define "Agent" as a person who is not an officer or employee of the County or the District but who has been appointed to perform a governmental function and is acting within the course and scope of his agency duties.
17.	<p>Cancellation of or Changes in Insurance:</p> <ul style="list-style-type: none"> - Provision modified to omit, "Contractor's insurance policies shall contain a provision that District shall receive any change (of Required Insurance) including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any policy change. <ul style="list-style-type: none"> o <i>Motorola shall provide District with written notice of cancellation of Required Insurance at least thirty (30) days in advance for any cancellation. Failure to provide written notice of cancellation in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.</i>

18.	<p>Failure to Maintain Insurance:</p> <ul style="list-style-type: none"> - Provision modified to omit “terminate” the contract, if Contractor fails to maintain the required insurance. Omit, the District may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement. ○ <i>If the Contractor fails to maintain or provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to contractor, and/or suspend this Contract. District, at its sole discretion, may obtain damages from contractor resulting from said breach.</i>
19.	<p>Contractor’s Insurance Shall Be Primary:</p> <ul style="list-style-type: none"> - Provision modified to clarify any District maintained insurance or self-insurance coverage shall be in excess of any Contractor coverage and not contribute to any contractor coverage.
20.	<p>Waivers of Subrogation:</p> <ul style="list-style-type: none"> - Provision modified to clarify Contractor is waiving its rights and its insurer’s rights of recovery against District under the Worker’s Compensation Insurance. Contractor shall provide waiver of subrogation endorsement for Worker’s Compensation policy.
21	<p>Sub-Contractor Insurance Coverage Requirements:</p> <ul style="list-style-type: none"> - Provision modified to clarify the Contractor shall provide District with each subcontractor’s evidence of insurance or shall provide District with each subcontractor’s separate evidence of insurance coverage.
22.	<p>Deductibles and Self-Insured Retentions (SIRs):</p> <ul style="list-style-type: none"> - Provision modified to clarify the Contractor is responsible for payment of any deductible or SIR for its required insurance, and reasonable believes its financial condition is sufficient to cover these payments (if any). - Provision modified to omit the District retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor’s payment of all deductibles and SIRs including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

23.	Claims Made Coverage: <ul style="list-style-type: none"> - Provision modified to omit “if any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation”.
24.	Alternative Risk Financing Programs: <ul style="list-style-type: none"> - Provision modified to omit “the District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
25.	District Review and Approval of Insurance Requirements: <ul style="list-style-type: none"> - Provision modified to include “request”; The District reserves the right to review and “request” the adjustment of the Required Insurance provision, conditioned upon District’s determination of changes in risk exposures.
26.	<u>Insurance Coverage</u> Commercial General Liability: <ul style="list-style-type: none"> - Provision modified omit “its Agents” as an additional insured”.
27.	Automobile Liability: <ul style="list-style-type: none"> - Provision modified to include “occurrence and in the aggregate”; Automobile Liability insurance with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each “occurrence and in the aggregate” single accident.
28.	Workers Compensation and Employers Liability: <ul style="list-style-type: none"> - Provision modified to omit verbiage regarding leased employees and temporary staffing firm. <ul style="list-style-type: none"> o <i>The Contract is not a temporary staffing firm nor will they provide leased employees, therefore, the verbiage does not apply and is removed from the contract.</i>
29.	Property Coverage: <ul style="list-style-type: none"> - Provision modified to clarify property coverage is “covered by the Commercial General Liability and Automobile Liability policies to the extent applicable”. <ul style="list-style-type: none"> o <i>Due to the age of the radios the Contractor’s Property Coverage is covered by the Commercial General Liability and the Automobile Liability policies to the extent applicable. Contractor is complying with the District’s request.</i>

30	Liquidated Damages: <ul style="list-style-type: none"> - Provision omitted in its entirety.
31.	Nondiscrimination and Affirmative Action: <ul style="list-style-type: none"> - Provision modified to omit the paragraph stating the parties agree in the event the Contractor violates any of the anti-discrimination provisions, the District shall be entitled to the sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending the Contract. <ul style="list-style-type: none"> o <i>If the Contractor violates any of the anti-discrimination provisions, the District may terminate or suspend the contract as oppose to monetary violations.</i>
32.	Earned Income Credit: <ul style="list-style-type: none"> - Provision modified to include “applicable” as it relates to employee notification. <ul style="list-style-type: none"> o <i>Contractor will notify only those employees who are eligible for the Federal Earned Income Credit.</i>
33.	Notice to Employees Regarding the Safely Surrendered Baby Law: <ul style="list-style-type: none"> - Provision modified to include “applicable” as it relates to employee notification. <ul style="list-style-type: none"> o <i>Contractor will notify only those employees who are pertinent of a fact sheet regarding the Safely Surrendered Baby Law.</i>
34.	Notices: <ul style="list-style-type: none"> - Provision modified to include notices can be delivered personally or by a widely recognized overnight carrier such as Federal Express. <ul style="list-style-type: none"> o <i>The District accepts the modification to accept delivery in person or by an overnight carrier.</i>
35.	Public Records Act: <ul style="list-style-type: none"> - Provision modified to include “except for Contractors Confidential Information or trade secrets” shall become exclusive property of the District. - Provision modified to include “(ii) based upon the District’s refusal to disclose a public record because of Contractor’s claim that it is confidential, proprietary, or trade secret”, as it relates to the Contractor agreeing to defend and indemnify the District from all costs and expenses, including reasonable attorney’s fees, in an action or liability, if the District is required to defend an action on a Public Records Act request.

36.	<p>Publicity:</p> <ul style="list-style-type: none"> - Provision modified to include “in furtherance of performance of the Contract”; The Contractor shall not disclose any details in connection with this Contract to any person or entity except in “furtherance of performance of the Contract” or as may be otherwise provided hereunder or required by law.
37.	<p>Record Retention and Inspection/Audit Settlement:</p> <ul style="list-style-type: none"> - Provision modified to provide the District access to payment records and radio repair reports within a reasonable notice. Contractor shall keep required records, however, will not disclose trade secret, confidential reports.
38.	<p>Subcontracting:</p> <ul style="list-style-type: none"> - Provision modified to omit (i) provide draft copy of the proposed subcontract, (ii) after approval of subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files, (iii) Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the “programs of insurance required by the District” from each approved subcontractor. <ul style="list-style-type: none"> ○ <i>Contractor will not provide a draft copy of the proposed subcontract. The Contractor is accepting to remain fully responsible for all performances required under this Contract, including those the contractor has determined to subcontract.</i> ○ <i>Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the Required Insurance from each approved Subcontractor to provide all the programs of insurance required by the District.</i>
39.	<p>Termination for Convenience:</p> <ul style="list-style-type: none"> - Provision modified to include Contractor shall “be entitled to be paid by the District for the work performed through the effective date of the termination for convenience”. - Provision modified to omit “All material including books, records, document, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement). <ul style="list-style-type: none"> ○ <i>In Sub-paragraph 8.38 the Contractor shall keep the required records for a period of at least five (5) years from the date of creation. All such material shall be maintained by the Contractor at the location they are ordinarily kept in the course of Contractor’s business.</i>

40.	Termination for Default: <ul style="list-style-type: none"> - Provision modified to include “either party” as it relates to a breach of the contract. The breached party shall have 30 days to cure the alleged breach, if the breach is not cured the Contract may be terminated. - Provision modified to include Contractor’s total liability as recoverable under law. - Provision modified to ensure the Contractor will not be held liable for incidents pursuant to this agreement.
41.	Termination for Improper Consideration: <ul style="list-style-type: none"> - Provision omitted in its entirety. <ul style="list-style-type: none"> o <i>Termination for Convenience language remains in the contract.</i>
42.	Termination for Insolvency: <ul style="list-style-type: none"> - Provision omitted in its entirety. <ul style="list-style-type: none"> o <i>Termination for Convenience language remains in the contract.</i>
43.	Termination for Non-Adherence of County Lobbyist Ordinance: <ul style="list-style-type: none"> - Provision omitted in its entirety. <ul style="list-style-type: none"> o <i>Termination for Convenience language remains in the contract.</i>
44.	Waiver: <ul style="list-style-type: none"> - Provision modified to replace District and Contractor with “party”, clarify that any breach of any provision or failure to enforce provision applies to either party. - Provision modified to omit, “The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
45.	Services Warranty: <ul style="list-style-type: none"> - Provision added, “Contractor warrants the services provided under this Agreement will be free of defects in materials and workmanship for a period of 90 days from date of performance. In the event of a breach of this warranty, the District remedy is to require Contractor to re-perform the service or provide a refund, on a pro-rata basis, the fees paid for the non-conforming service. Contractor disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.